

**Terms & Conditions Customer
Immens – version 1.2**

for arranging the terms and conditions under which by means of intermediation agreements for services for the execution of work by Independent Professionals come into effect

Article 1 – Definitions

If the terms below are written with a capital letter, they will have the meaning as recorded in this article, whereby the terms can be used in singular as well as in plural:

Application:	the specification in which the Customer records its requirement for the execution of specific Work. The Customer will make the requirements set out by the Customer with regard to the Work and the required Expertise known in the Application.
Appendices:	all documents referred to as Appendices to this Terms & Conditions, which form an integral part thereof.
Civil Code:	the Dutch Civil Code.
Agreement:	agreement for services in conformity with Book 7 , article 400 of the Civil Code between the Customer and the Intermediary, in which the Assignment will be recorded.
Expertise:	specific professional competence and experience, which the Independent Professional must meet for the execution of the Work.
Services:	all services provided or to be provided by the Intermediary to the Customer on the basis of the Terms & Conditions.
Intellectual Property Rights:	all intellectual property rights, including but not limited to copyright, trademark rights, design rights, database rights, source codes, patent rights, trade secrets, trade name rights, and related rights.
Location:	place where the Work will be executed.
Assignment:	acting as an intermediary link between Customers and Independent Professionals to thereby fill a role in bringing together supply and demand and/or the administrative completion during the execution of the Work by an Independent Professional for a Customer, in exchange for payment of the agreed rate and other than on the basis of an employment contract.
Agreement (for Services):	an agreement for services in conformity with Book 7 , article 400 of the Civil Code between an Independent Professional and an Intermediary, in which the Assignment is recorded and which the AV-ZP model of the sector organisation for intermediaries and brokers (Dutch BOVIB) applies to as assessed by the Tax and Customs Administration and known under number 91321.69656.1.
Force majeure:	an incident that cannot be attributed to the fault of the Party concerned and is also not at its risk, including but not limited to natural disasters, riot, acts of war, fire, and explosion. A shortage of staff and incapacity to fulfil financial obligations are not considered to be Force Majeure.
Party/Parties:	The Customer or the Intermediary. If the concept is used in the plural form, this means the Customer and the Intermediary.
Terms & Conditions	these Terms & Conditions
Result:	the result to be expected or envisaged on the basis of the executed Work.
Rate:	the payment that will be charged by the Intermediary to the Customer for the execution of the Assignment.
Work:	the Assignment/Work to be executed by the Independent Professional and/or the advice to be provided by the Independent Professional in the context of the Assignment.
Independent Professional:	an independent contractor who agrees to an agreement for services with the Intermediary for the execution of Work on his own account and risk.

Article 2 - Applicability and scope

1. The Terms & Conditions contain the general arrangements between the Customer and the Intermediary on the basis of which the Intermediary provides Services and on the basis of which Agreements are entered into.
2. The Intermediary and the Customer will record the terms and conditions and all other relevant modalities of the Work to be executed by the Independent Professional in an Agreement. Agreements are exclusively entered into in writing (which also

includes electronic means). The specific arrangements with regard to the hiring of the Independent Professional will be included in the Agreement and will at least contain:

- a. the name of the Independent Professional;
 - b. the description of the Work including, if applicable, the Result;
 - c. the Rate;
 - d. the Starting Date and End Date, consisting of the period during which the Work must be executed, which also apply as the commencement date and the end date of the Agreement.
3. The Expertise that the Independent Professional must have is further described in the Application and in the Agreement. If the Intermediary and/or the Independent Professional appears not to be informed of the Expertise required by the Customer, the Intermediary will inform the Customer of this. In that case, the Expertise will still be recorded between the Intermediary and the Customer in the Agreement concluded between them.
 4. The Terms & Conditions apply to every Agreement. Derogations from the Terms & Conditions will be recorded in writing by Parties in the Agreement.
 5. If a provision is included in the Agreement that derogates from the Terms & Conditions, this derogation will exclusively apply with regard to this specific Agreement. The adjustments or structural derogations required by Parties from the terms and conditions under the Terms & Conditions will be recorded in writing between Parties in an addendum to the Terms & Conditions.
 6. Any general purchase terms and conditions of the Customer will not apply to this Terms & Conditions. The applicability of any general terms and conditions of the Intermediary, or as the case may be sectoral conditions, are also expressly excluded.
 7. The Terms & Conditions also contains provisions that may entail a third-party clause in conformity with Book 6 , article 253 of the Civil Code. This means that specific provisions can create a direct right of claim of the Customer with regard to the Independent Professional.
 8. If any provision of these Terms and Conditions should conflict, in whole or in part, with any provision of Mandatory Law, these Terms and Conditions shall otherwise remain in full force and effect. With regard to the void, declared void, or annulled provisions, the Parties shall establish new provisions in consultation, which approximate the intent of the void, declared void, or annulled provisions as closely as possible.
 9. If relevant legislation and regulations are amended or the Tax and Customs Administration withdraws the previously granted approval, Intermediary may, with due observance of the principle of reasonableness and fairness, unilaterally amend the terms in the Terms and Conditions. For this purpose, a new version of the General Terms and Conditions will be drawn up and the applicability of the new Terms and Conditions will be confirmed to the Client per Assignment Agreement.

Article 3 – Consensus ad idem and independence

1. Parties emphasise that the Agreement is an agreement for services within the meaning of Book 7 , article 400 et seq. of the Civil Code. The intention of Parties is that the Work will be executed on the basis of an agreement for services.
2. Having regard to the fact that Parties wish to exclusively contract with each other on the basis of an agreement for services, Parties undertake during the performance of the Agreement to have their actual conduct comply with the contents and purport of the Terms & Conditions and the statutory provisions of the Civil Code related to the agreement for services.
3. Parties emphasise that the Independent Professional is an independent contractor and executes the Work at his own account and risk. The Intermediary guarantees that the Independent Professional has been entered in the commercial register of the Chamber of Commerce. The Intermediary will keep the Customer informed of organisational and personnel developments and/or changes within the organisation of the Independent Professional if and insofar as these are of significance for the performance of the Agreement.
4. Parties emphasise that the Independent Professional has sufficient Expertise to be able to execute the Work independently and without further explanation from the Intermediary and/or the Customer.
5. Parties emphasise that the Independent Professional is personally responsible and therefore is fully responsible for the execution of the Work.
6. The Independent Professional is free, within the context of the Work, to decide the manner in which this Work will be executed, with due observance of the provisions of article 5. Insofar as necessary for the execution of the Assignment, in the event of cooperation with others, coordination with the Customer will take place so that the cooperation will progress in the best possible way. If necessary for the execution of the Work, the Independent Professional will observe the working hours at the Customer.
7. The Independent Professional is expressly permitted to work for others than the Customer and/or the Intermediary during the Agreement and after the end thereof.
8. Parties are aware that the Independent Professional may work as part of a team and/or execute similar work that is also executed by employees in salaried employment at the Customer or third parties. Parties emphasise hereby that it is not their

intention that this circumstance will affect the independence of the Independent Professional.

9. Parties do not have the intention of letting a (notional) employment relationship come into effect during the performance of the Agreement for Services, whereby Parties are aware that full compliance with the provisions of article 5 of this Terms & Conditions is important for this purpose.
10. The Customer does not have the intention to have a direct legal relationship with the Independent Professional.

Article 4 - Responsibilities and obligations on the part of the Intermediary

1. The Intermediary guarantees towards the Customer that the Intermediary will provide its Services with due care and in a professional manner.
2. The Intermediary will keep the Customer informed of organisational and personnel developments and/or changes within the organisation of the Intermediary if and insofar as these are of significance for the performance of the Agreement and/or Services.
3. The Intermediary undertakes to put the interests of the Customer and the Independent Professional first and foremost and will always be neutral as befits a good intermediary.
4. The Intermediary will declare the General Terms and Conditions for Independent Professionals of Bovib, as approved by the Tax and Customs Administration under number 91321.69656.1, applicable to the agreement for services that the Intermediary will conclude with the Independent Professional who will execute Work for the Customer.

Article 5 - Responsibilities and obligations on the part of the Independent Professional

1. The Intermediary has stipulated the following for the Independent Professional for the benefit of the Customer:
 - a. The Independent Professional accepts full responsibility for the correct execution of the Work.
 - b. The Independent Professional will arrange the Work independently. However, in the event of cooperation with others and insofar as this is necessary for the execution of the Work, coordination with the Customer and/or the Intermediary and/or any third parties will take place so that the Work can be properly executed. If necessary for the Work, the Independent Professional will observe the working hours at the Customer. It is the responsibility of the Independent Professional, in the event of evolving insights or changed circumstances, to coordinate the execution of the Work further with the Customer and/or the Intermediary.
 - c. During the execution of the Work the Independent Professional will be entirely independent. He will execute the agreed Work at his discretion and without supervision by, or management from, the Customer and the Intermediary. The Customer and/or Intermediary can give directions or instructions with regard to the Result of the Work.
 - d. The Independent Professional undertakes and guarantees that he will act in conformity with the applicable policy (not exclusively for employees), the procedures and company rules of the Customer, which the Independent Professional will independently take note of. This will not affect the independence of the Independent Professional as referred to in article 3.
 - e. The Independent Professional has the educational level, the expertise, diplomas and certifications, the experience and the competences to be able to execute the Work properly and in conformity with any applicable - whether or not statutory - regulations.
 - f. The Independent Professional guarantees that the Work will be executed with the utmost due care as referred to in Book 7, article 401 of the Civil Code.
 - g. The Independent Professional will be obliged to follow the sound instructions provided by the Customer in a timely manner with regard to the Result of the Work. These instructions will be specified as much as possible and will be included in the Agreement with due observance of the nature of the Assignment.
 - h. The Independent Professional must keep the Customer informed of the progress of the Activities and of the manner in which he has performed the Activities after they have been completed. The nature and scope of the information to be provided shall be in accordance with the nature and scope of the Assignment and may, for example, be arranged in a consultation or in the form of a report.
 - i. The Independent Professional will be responsible for the execution, quality and the continuity of the Work.
2. Parties emphasise that the provisions included in the preceding subclauses of this article are necessary for the execution of the Work and have been recorded with the intention of not creating any relationship of authority between the Intermediary, the Customer, and the Independent Professional.
3. If the Independent Professional fails in the fulfilment of his obligations recorded in this article, the Customer can hold the Intermediary to account for this and claim performance.

Article 6 - Responsibilities and obligations on the part of the Customer

1. The Customer will state with the Application which Expertise the Independent Professional must have, which Work must be executed, as well as provide an estimate of the period during which the Work must be executed.
2. The Customer will be obliged to provide the Independent Professional with access to the location where the Work must be executed, as well as to enable the Independent Professional to execute the Work under the working conditions that are usual at the Customer.

3. The Customer will comply with all necessary safety requirements with regard to the spaces in which and with regard to the goods with which the Independent Professional works and will take such measures and provide such instructions for the execution of the Work as are reasonably necessary to prevent the Independent Professional from suffering damage during the execution of the Work.
4. The Independent Professional will, for the execution of the Work, use his own tools, equipment or materials, unless in view of the nature of the Work and/or the safety requirements of the Customer, it is necessary that the Customer makes tools, equipment or materials available. The Independent Professional will owe a fair payment for this. This payment will be deemed to be included in the Rate, unless agreed otherwise. The Independent Professional must behave with due care with regard to these goods. At the termination of the agreement for services between the Independent Professional and the Intermediary and/or upon the first request from the Customer, the Independent Professional must return all the goods made available within 24 hours after the termination of the aforesaid agreement for services and/or after the Customer made this request. Any damage to the goods referred to may be recovered from the Independent Professional. Parties emphasise that the provision of equipment and materials is necessary for the execution of the Work.
5. The Customer will not arrange training courses/training for the benefit of the Independent Professional, unless this is required as a very rare exception, in view of the nature of the Work and/or the safety requirements of the Customer. If a training course/training is provided, the Independent Professional will owe a fair payment for this. This payment will be collected by the Customer from the Independent Professional. The Customer will keep the invoice for this as evidence in the Customer's administrative records (in conformity with the statutory retention periods).

Article 7 – Duration, extension and termination

1. An Agreement will come into effect on the Starting Date set out therein and will be entered into for a specific period of time.
2. The Starting Date and End Date as included in the Agreement will determine the period during which the Work must be executed and the Results that must be provided.
3. The Agreement can be extended by a period to be further determined by the Customer and the Independent Professional in joint consultation. In the event of an extension, the Customer must make the arrangement for this purpose known in writing to the Intermediary prior to the expiry of the ongoing period. The Intermediary and the Customer will record the (new) End Date of the Agreement in writing. The Customer is aware that in the event of late extension any risks, such as delay in the payment of the invoices of the Independent Professional, will be for the account of the Customer.
4. In conformity with Book 7 , article 408, paragraph 1 of the Civil Code, the Customer will be entitled to terminate the Agreement (in the interim) by means of notice of termination in writing with effect from any date, without the Customer being liable for compensation in that case.
5. In conformity with Book 7 , article 408, paragraph 2 of the Civil Code, with the exception of serious reasons, the Intermediary will not be entitled to terminate the Agreement in the interim by means of notice of termination. Serious reasons in this context do not in any event include commercial interests of the Intermediary or of the Independent Professional.
6. The termination of the Agreement will expressly not release Parties from their obligations ensuing therefrom with regard to article 13 (intellectual property rights and confidentiality) and article 14 (liability).

Article 8 - Working days, working hours and work location

1. The working days and working hours will be determined by agreement between the Customer and the Independent Professional, always provided that the nature of the Work may entail that the Independent Professional is expected at specific times.
2. During the absence of the Independent Professional as a result of leave of absence or sickness, the Agreement will continue and the starting and end date of the Agreement will therefore remain unaltered. In the event of prolonged absence, the provisions of article 9.2 will apply.
3. If necessary, the Work will be executed in principle at the business location(s) of the Customer. As and when necessary, the Independent Professional may execute the Work at another location, which will be determined in consultation with the Customer.

Article 9 – Replacement

1. The Intermediary has provided an assignment to the Independent Professional on the basis of his specific Expertise. The Independent Professional is free to have himself be replaced by someone else during the Work. Prior to the replacement, the Independent Professional will inform the Customer and the Intermediary of who will execute the Work on his behalf. The Customer does not have the right to refuse the replacement, unless the Customer establishes that the substitute does not fulfil one or more of the qualifications as included in the Application or Agreement. Other objective criteria for refusing replacement are:
 - required professionally specific permits and certificates
 - required registration in a quality or professional register
 - Certificate of Conduct
2. During the replacement, the Independent Professional will remain responsible for the quality of the Work and compliance with the Agreement for Services and the AV-ZP. The Independent Professional agrees with his replacement a third-party clause towards the Customer with regard to that what the Independent Professional and the Intermediary have agreed with each other concerning Intellectual Property Rights insofar as these ensue from the Work, in such a manner that the Customer will have the same rights as would have been the case if the Independent Professional had not had himself replaced.
3. The Independent Professional will personally invoice the part of the payment as referred to in article 10, related to the work executed by the substitute, to the Intermediary. The substitute is not permitted to directly invoice the Customer.
4. In the event that the Independent Professional is for more than two consecutive weeks incapable of executing the Work due to sickness or otherwise, the Intermediary will be entitled, upon the request from the Customer, and therefore not obliged, to require that the Independent Professional concerned ensures a replacement, which will therefore be implemented by the Independent Professional.
5. The replacement of the Independent Professional will not result in additional costs for the Customer. Parties and the Independent Professional will determine in joint consultation any extra costs of this replacement prior to the substitute commencing the Work.
6. If a replacement as referred to in this article occurs, the Customer will inform the Intermediary and agree a new Agreement with the Intermediary. The Customer is aware that in the event of late reporting of a replacement, any risks will be for the account of the Customer.

Article 10 - Remuneration

1. The Customer will owe to the Intermediary the Rate for the execution of the Assignment referred to in the Agreement, without prejudice to the provisions of subclauses 5 up to and including 9 of this article. The Rate is a cost price excluding the turnover tax owed, but including all costs such as inter alia any tax and social contributions obligations, insurances and payments involved.
2. Parties emphasise that the Rate is determined on the basis of supply and demand and is not unilaterally imposed by the Customer. Parties also emphasise that the Rate is not a pay agreement within the meaning of Book 7 , article 610 of the Civil Code. The Independent Professional will be personally responsible for ensuring the payment of the turnover tax owed and, if applicable, the withholding taxes.
3. The following are exclusively eligible for payment:
 - a. an agreed total amount related to agreed and recorded results (of a section), or;
 - b. a daily rate, or;
 - c. the hours actually worked by the Independent Professional, or;
 - d. a combination of a.,b. and c.
4. The Customer will not owe any payment to the Intermediary for the hours during which the Independent Professional has not executed the Work due to sickness, leave of absence or another circumstance that can be attributed to the Independent Professional.
5. The Customer does not make any distinction between hours or usual working days and hours worked in the weekend and/or on public holidays, nor is a distinction made between hours worked during or outside office hours, unless agreed otherwise in writing.
6. If daily reimbursement has been agreed, the Customer will owe this daily reimbursement to the Intermediary for each day during which the Independent Professional has executed the Work for at least eight (8) hours, irrespective of the hours actually worked.
7. The Customer will not owe any payment for Work that has been executed prior to the Starting Date or after the End Date of the Agreement.
8. The Rate cannot be unilaterally increased or as the case may be indexed by the Intermediary during the initial term of the Agreement, nor during any extension(s) of the Agreement.

- Travel and accommodation costs, including commuting expenses, are included in the agreed fee unless stated otherwise on the cover page of the Agreement. Business travel and accommodation costs will be exclusively reimbursed if and insofar as this has been agreed with the Customer prior to incurring these costs.

Article 11 – Hourly time sheets, invoicing and payment

- The Independent Professional will be responsible for ensuring proper hourly time sheets in the manner required by the Customer (which is also understood by electronic means). These hourly time sheets will be final if they have been approved by the Customer. The accounting for the hours is necessary for the business operations of the Intermediary and Customer to enable the inspection of the invoices to be submitted. Approval of the time registration must take place within 5 working days after it has been submitted by the Independent Professional in the manner desired by the Customer and the Intermediary. After the expiry of the period of 5 working days after request for approval, the time registration is released by one of the employees of Intermediary to continue the invoicing process.
- The completed and approved hourly time sheets as well as the (extended) Agreement will form the basis of the invoicing by the Intermediary to the Customer for the provision of the Services and the execution of the Work.
- The Intermediary will invoice the Customer on the basis of the Services provided and the Work executed on the basis of the Agreement monthly. The invoice will be based on the hours worked by the Independent Professional during the preceding month. The Intermediary must thereby also send the hourly time sheet approved by the Customer.
- The invoices of the Intermediary must meet the legal requirements, as well as contain a statement of the name of the Independent Professional, the number of hours worked, the Rate, and the month and year during which the Work has been executed.
- The invoices of the Intermediary must be drawn up by the correct legal entity of the Intermediary and addressed to the correct legal entity of the Customer, being the entities between which the Agreement has been agreed.
- The Intermediary must invoice any costs, incurred on the basis of the Agreement and that can be invoiced in conformity with the provisions of subclause 9 of article 10, separately from the hours worked. The Intermediary must also send a specification of the costs signed by the Customer with the invoice.
- The invoices that meet the requirements as set out in this article will be paid to the Intermediary within 14 days after receipt of the invoice by the Customer.
- In the event of a difference of opinion regarding the accuracy of the invoice and/or the hourly time sheet, the Customer will inform the Intermediary of this and Parties will enter into consultation as soon as possible. The period referred to in subclause 7 of this article will commence in that event as soon as Parties have reached agreement regarding the invoice amount.

Article 12 - Compliance

- The Intermediary indemnifies the Customer against all direct damage or loss to be suffered by the Customer in this respect, including costs and statutory interest and interest on tax, as well as financial penalties and increases, which are the result of the Foreign Nationals (Employment) Act (Dutch Wav), or a notice of liability on the basis of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (Dutch WKA, being the generic term for the hirers and vicarious tax liability, which liability is recorded in the Collection of State Taxes Act 1990), provided that the Customer complies with the conditions under subclause 4 of this article.
- The Intermediary indemnifies the Customer against all damage or loss to be suffered by the Customer in this respect, including costs and statutory interest, interest on tax, as well as financial penalties and increases, which are the result of an additional withholding tax assessment from the Tax and Customs Administration on the basis of a civil-law or notional employment relationship with regard to the deployment of an Independent Professional, provided that the Customer fully and continuously complies with subclauses 5, 7 and 8 of this article, meaning that:
 - the Customer takes all measures in the Customer's enterprise or organisation that are necessary for excluding that the Independent Professional executes work for the Customer in the employ of the Customer as referred to in Book 7, article 610 of the Civil Code and that only instructions as referred to in Book 7, article 402, paragraph 1 of the Civil Code can be given to the Independent Professional, and;
 - during and at the termination of the Agreement, the Customer will be obliged, if requested, to provide truthful information in writing and to answer any (lists of) questions on the basis of which it can be established to what extent the actual performance of the Agreement could justify the suspicion of the existence of a (notional) employment relationship between the Intermediary and the Independent Professional, and;
 - the Customer will be obliged to enter into consultation with the Intermediary, if he suspects that the Independent Professional actually executes the Work in an employment relationship, in order to establish whether the Independent Professional executes the Work in the aforesaid sense.
- If the Independent Professional is a foreign national as referred to in Section 1c of the Foreign Nationals (Employment) Act, the Intermediary will provide the Customer, prior to the commencement of the Agreement, with a valid Work Permit (Dutch TWV, a work permit as referred to in Section 2 of the Foreign Nationals (Employment) Act) or Residence Permit (a permit issued pursuant to the Aliens Act 2000, provided with a note of the Minister of Justice from which it will be evident that there are no restrictions of executing work attached to this permit) in the name of the Independent Professional. Furthermore, the Intermediary must, during the entire term of the Agreement, monitor the validity period of the Work Permit or Residence

Permit and, if necessary, will apply for an extension in a timely manner. If applicable, the Intermediary will immediately provide the Customer with a copy of the extended Work Permit or Residence Permit. If the Intermediary does not provide this extended Work Permit or Residence Permit in a timely manner, the Customer will be entitled to terminate the Agreement with immediate effect and without any notice period.

4. At the commencement of the Work the Customer will establish the identity of the Independent Professional on the basis of a valid travel document of the Independent Professional as referred to in Section 2, first subsection, under a, b, c, d, e and g or the second subsection of the Passport Act, or a comparable foreign travel document. The Customer is not permitted to make and keep a copy of this document. However, the Customer must include the following details in the Customer's administrative records with regard to the Independent Professional:
 - a. name and address details;
 - b. date of birth and nationality;
 - c. the type of identity document, the number, and the validity period.
5. The Customer will be obliged to take all measures in the Customer's enterprise or organisation that are necessary for excluding that the Independent Professional executes work for the Customer in the employ of the Customer as referred to in Book 7, article 610 of the Civil Code and that only instructions as referred to in Book 7, article 402, paragraph 1 of the Civil Code can be given to the Independent Professional. This obligation entails, for example, the following:
 - a. The Customer will not manage and will not supervise the Work of the Independent Professional.
 - b. The Customer will not give instructions and/or impose any obligations on the Independent Professional regarding appearance, dealing with clients, working hours, recognisability by means of corporate clothing, logos on means of transport and business cards.
 - c. The Customer will not hold performance interviews with the Independent Professional. The consultation between the Customer and the Independent Professional will be exclusively focused on the progress and/or the envisaged Result of the Work.
 - d. The Customer will not deal with complaints from third parties regarding the Work and will refer these third parties to the Independent Professional.
 - e. The Customer will not arrange tools, equipment or materials that the Independent Professional requires for the execution of the Work, unless this is necessary in view of the nature of the Work and/or the safety requirements of the Customer, in which case the Independent Professional will owe a fair payment for this. This payment will be deemed to be included in the Rate, unless agreed otherwise.
 - f. The Customer will not arrange training courses/training for the benefit of the Independent Professional, unless this is required as a very rare exception, in view of the nature of the Work and/or the safety requirements of the Customer. The Customer will hereby fulfil the obligations under article 6.5.
 - g. The Customer will not hinder the Independent Professional in working for various parties at the same time.
6. The Intermediary will be responsible for preventing the working relationship between the Intermediary and the Independent Professional from being classified as a real employment relationship or a notional employment relationship on the basis of the intermediation provision. The Intermediary has implemented the required control measures for this and during the Intermediary's contractual relationship with the Independent Professional, the Intermediary will make use of a model agreement with number 91321.69656.1, which has been approved by the Tax and Customs Administration.
7. During and at the termination of the Agreement, the Customer will be obliged, upon the request from the Intermediary, to provide truthful information in writing and to answer any (lists of) questions on the basis of which it can be established to what extent the actual performance of the Agreement could justify the suspicion of the existence of a (notional) employment relationship between the Intermediary and the Independent Professional. The Intermediary has the exclusive right to draw up these (lists of) questions.
8. If a Party suspects that the Independent Professional actually executes the Work in an employment relationship, this Party will be obliged in that case to enter into consultation with the other Party in order to establish whether the Independent Professional executes the Work in the aforesaid sense. If Parties reach the opinion that this is the case, Parties will set out a period to do or omit all that which is necessary in order to effect that the Independent Professional will no longer execute the Work in an employment relationship. If this period has not produced the desired Results, Parties will be entitled to immediately terminate the Agreement concerned without being obliged to any compensation with regard to this termination towards the other Party.
9. The Customer is aware that the Independent Professional can address the Intermediary if the Independent Professional is of the opinion that the Independent Professional actually executes the Work in the employ of the Customer and can for this purpose use the complaints procedure of the Intermediary (in accordance with article 16 of this Terms & Conditions). In that case the Intermediary will enter into consultation with the Independent Professional to establish whether the Independent Professional executes the Work in the aforesaid sense. If the Intermediary reaches the opinion that this is the case, the Intermediary and the Independent Professional will inform the Customer of this in writing and will set out a period for the Customer and the Independent Professional to do or omit all that which is necessary in order to effect that the Independent Professional will no longer execute the Work in the employ of the Customer. If the Customer and/or the Independent Professional do not comply with this period, the Intermediary will be entitled to immediately terminate the Agreement concerned with the Customer without being obliged to any compensation.
10. The Customer indemnifies the Intermediary against all damage to be suffered by the Intermediary, including costs, statutory interest, interest on tax, as well as financial penalties and increases, which are the result of an additional withholding tax assessment from the Tax and Customs Administration on the basis of a civil-law or notional employment relationship with

regard to the deployment of an Independent Professional, provided that the additional tax assessment from the Tax and Customs Administration is based on an actual circumstance from which it will be evident that the Customer has not complied with the provisions of subclause 5 of this article.

11. The Customer can, in connection with the implementation of statutory schemes, or upon the request from the Tax and Customs Administration or the Social Affairs and Employment (Dutch SZW) Inspectorate, request information from the Intermediary, such as for example a specification of the hours worked by the Independent Professional, or the documents from the contract file that the Intermediary manages with regard to the Independent Professional.
12. Parties will fulfil the obligations ensuing from the General Data Protection Regulation (Dutch AVG). A Party will not be liable for damage if the other Party has not fulfilled any obligation pursuant to the Personal Data Protection Act.

Article 13 - Intellectual property rights and confidentiality

1. The Intermediary (further to be referred to in this article as the "Principal") has stipulated the following to the Independent Professional (further referred to in this article as the "Provider") for the benefit of the Customer:
 1. *All Intellectual Property Rights that are the property of the Provider or the Customer prior to the commencement of the Assignment, remain the property of the Party concerned. Neither the Provider nor the Customer will be entitled, without permission from the other, to make use of its Intellectual Property Rights other than for the execution of the Work.*
 2. *The Intellectual Property Rights that arise during or related to the execution of the Work or become eligible for establishing accrue to the Customer.*
 3. *The Provider hereby expressly waives the right to object to changes in his Work regarding which the Intellectual Property Right accrues to the Customer on the basis of subclause 2 of this article. The Provider also expressly waives the right to change this Work.*
 4. *The Provider grants to the Customer, for an indefinite period, a non-exclusive licence with regard to (parts of) software, documentation and other data, which the Provider uses during the execution of an Assignment and regarding which the Intellectual Property Rights will not be vested in the Customer (on the basis of subclause 1 of this article). The Provider grants the right to use the licences to the Customer. The Customer will be permitted to use the licences with due observance of the licence terms of the entitled party. In the event that the Provider is not entitled to grant a licence to the Customer, as determined regarding this matter in this article, the Provider will, prior to the coming into effect of the Agreement for Services, enter into consultation with the Customer to assess whether the inability to provide the licence will result in an unwanted situation for the Customer. If the Provider is not entitled to provide a licence to the Customer, as determined regarding this matter in this article, the Principal will be entitled, without further compensation, to decide against the concluding of the Agreement for Services.*
 5. *The Provider guarantees that he does not infringe the Intellectual Property Rights of the Customer or third parties. The Provider indemnifies the Customer and the Principal against, and compensates the Customer and the Principal for, any claims by third parties concerning (alleged) infringements by the Provider of Intellectual Property Rights of third parties.*
 6. *Parties undertake to treat all data and information that they acquire during the term of the Agreement for Services from the other Party and the Customer with confidentiality and to keep this secret towards third parties, unless the other Party or the Customer has agreed in advance and in writing to the disclosure or notification to a third party. This confidentiality also covers the data regarding the organisation, business operations and developments of Parties and the Customer, which the other Party acquires on the basis of the Agreement for Services. This confidentiality does not cover data that is in the public domain, other than by means of infringement of the Agreement for Services, or information that is required upon the request from the competent authorities.*
 7. *The Provider will sign a declaration of confidentiality, in accordance with the model that is included as an Appendix, and provide this to the Principal prior to the signing of the Agreement for Services. The Customer has the right to refuse to have the Provider commence the Work if the declaration of confidentiality has not been provided. If the declaration of confidentiality has not been provided within 4 weeks after the initial commencement of the Agreement for Services, the Principal can immediately terminate the Agreement for Services without any notice period. Any hours worked by the Provider will not be eligible for payment*
 8. *Parties will be in default by operation of law due to the mere infringement of or non-compliance with the provisions of this article. In that event, the offending or non-compliant Party will incur towards to the other Party an immediately due and payable financial penalty (€25.000,-) and also a day-fine (€2.500,-) for each day the non-compliance or infringement continues, without prejudice to the right of the other Party to claim specific performance and/or additional compensation of damage through the court.*

Article 14 – Liability

1. Parties warrant proper fulfilment towards each other of all obligations imposed on them on the basis of the Terms & Conditions and Agreements and all obligations related thereto.
2. The Intermediary will be liable for the damage suffered by the Customer or third parties, if the Intermediary has been negligent during the provision of the Services and the damage arisen is the direct result of such acts/omissions of the Intermediary.

3. In the event that the Customer, including the Customer's employees and/or third parties, suffer damage due to the fact that the Independent Professional has been negligent in a manner that does not fit in with normal professional knowledge forming part of the execution of the Work, and the damage arisen is the direct result of such acts/omissions of the Independent Professional, the Customer will, at the discretion of the Customer and in consultation with the Intermediary, hold the Intermediary or the Independent Professional liable.
4. In the event that the Independent Professional, in the opinion of the Customer, executes the Work in such a manner that there is inferior Work (due to incompetence, a lack of high standards and/or carelessness on the part of the Independent Professional) and/or the Result does not correspond with the expectations recorded in the Agreement, the Customer can, in spite of any hours worked that have been approved, demand that the Work will be, as soon as possible and at the personal expense of the Independent Professional, executed once again or remedied by the Independent Professional, so that, in the opinion of the Customer, there is no longer inferior Work and/or insufficient Result. If, in the opinion of the Customer, executing the Work once again or remedying the Work is not possible, the Customer will have the option to:
 - a. terminate the Agreement with immediate effect and to have the Work executed by a third party, at the personal expense of the Independent Professional;
 - b. terminate the Agreement with immediate effect and to claim alternative compensation from the Independent Professional.
5. The Intermediary undertakes towards the Customer to provide upon request all reasonably necessary cooperation with regard to the disputing of claims by third parties, at law and otherwise.
6. The Parties and the Independent Professional will not be liable for consequential damage, including lost profit, lost savings, and loss due to business interruption.
7. The liability as referred to in subclauses 3 and 4 of this article is limited to a maximum amount of € [750.000] per event or series of related events.
8. If the Independent Professional is insured for a lower amount than the maximum amount referred to in subclause 7 of this article, the Intermediary will be liable up to this maximum amount.
9. The limitation as included in subclause 7 of this article will not apply in the event of:
 - a. claims by third parties for compensation resulting from death or injury;
 - b. intent, gross negligence or wilful recklessness;
 - c. damage as a result of the non-fulfilment of the obligations as described in article 12;
 - d. infringement of intellectual property rights or breach of obligations of confidentiality as referred to in article 13.
10. The Customer will comply with all necessary safety requirements with regard to the spaces in which and with regard to the goods with which the Independent Professional works and will take such measures and provide such instructions for the execution of the Work as are reasonably necessary to prevent the Independent Professional from suffering damage during the execution of the Work.
11. The Customer indemnifies the Intermediary against claims with regard to damage suffered by an Independent Professional or a third party during the execution of the Work, all this insofar as this results from an attributable failure on the part of the Customer in the fulfilment of the Customer's obligations and/or an intentional act or gross negligence on the part of the Customer, subject to the following conditions:
 - a. the Intermediary will inform the Customer of a claim without any delay;
 - b. the Intermediary will not accept any liability or settlement with regard to a claim without permission from the Customer;
 - c. the Intermediary will entirely leave the manner of dealing with a claim to the Customer;
 - d. the Intermediary will provide the Customer with full cooperation to be able to put forward a defence against a claim.
12. Claims for compensation resulting from the above must be reported in writing by the damage-causing Party (the Parties or the Independent Professional) within 2 months after the discovery of the damage, at the risk of termination of liability.

Article 15 - Non-competition and non-solicitation clause

1. During the term of the Agreement and during a period of six months after the termination thereof, the Customer is prohibited from directly or indirectly having the Independent Professional and the companies forming part of its group, its employees and the third parties working for it execute work for it without intermediation by the Intermediary, without prior permission in writing from the Intermediary. The intermediation by the Intermediary is not exclusively taken to mean the administrative intermediation, but also that the Intermediary determines at any time what its margin is.
2. In the event of a breach by the Customer of the prohibition referred to in subclause 1 of this article, the Customer will owe the Intermediary an immediately due and payable financial penalty per breach of € 50.000,- and a financial penalty of € 1.000,- for each day during which such a breach continues.

Article 16 - Complaints

1. If the Customer has a complaint regarding the execution of the Work, this complaint will be resolved in joint consultation between the Independent Professional and the Customer. If the complaint cannot be resolved in mutual consultation between

Independent Professional and Customer, Customer will use the complaints procedure of Intermediary. Parties will resolve the complaint in mutual consultation.

2. If the Independent Professional has a complaint regarding the Customer, this complaint will be resolved in joint consultation between the Independent Professional and the Customer. If the complaint cannot be resolved in mutual consultation between Independent Professional and Customer, the Independent Professional will use the complaints procedure of Intermediary. Parties will resolve the complaint in mutual consultation.

Article 17 - General provisions

1. Any agreement already concluded between the Customer and the Intermediary, as well as between the Customer and the Independent Professional, will not apply to the Agreement(s) between Parties which this Terms & Conditions applies to.
2. Amendments of and addendums to this Terms & Conditions and/or Agreements are only valid if they have been recorded in writing and both Parties have, by means of signing, expressly made it known that they agree to the amendments or addendums.
3. In the event of Force Majeure, performance by the Parties involved of the obligations ensuing from the Terms & Conditions and/or the Agreement will be suspended, wholly or in part, for the duration of the Force Majeure, without Parties being obliged towards each other to pay compensation in this respect. Any event of Force Majeure will be reported immediately in writing and the documentary evidence in writing will be handed over to the other Party as soon as possible.
4. If a provision under the Terms & Conditions or the Agreement appears to have no binding effect, the other provisions thereof will remain in full effect between Parties. Parties undertake to replace the non-binding provision with a provision that is binding and that, having regard to the purpose and purport of the Terms & Conditions and the Agreements, will derogate as little as possible from the non-binding provision. Particularly in the event of changes in the law that affect the contents of the Terms & Conditions or the Agreement, Parties undertake to make adjustments thereto in proper consultation and in conformity with the provisions of this subclause.

Article 18 - Applicable law and disputes

1. The law of the Netherlands applies to the Terms & Conditions and every Agreement.
2. In the event of a dispute between Parties ensuing from or related to (the performance of) the Terms & Conditions or an Agreement, Parties will hold consultations to reach an amicable settlement. Should Parties not succeed in this within a reasonable period, the dispute will be submitted to the court with competent jurisdiction in Northern Netherlands.

Thus prepared by IM-mens b.v., April 2026