



General terms and conditions of Kapitein & Personeel B.V.

The purpose of these General Terms and Conditions is to settle the disputes that occur in the relationship between Kapitein & Personeel B.V. and its hirer for the provision of payroll services, the provision of back office services and other services by Kapitein & Personeel B.V. to the hirer. These General Terms and Conditions are inextricably linked to the hiring contract between Kapitein & Personeel B.V. and the hirer, insofar as this has not been deviated from in accordance with the provisions of these terms and conditions.

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Article 1: Application of the general terms and conditions :1.1 These General Terms and Conditions apply to secondment services (as described in Article 7:690 of the Dutch Civil Code), to payroll services, to back office services, to secondment services, to contract management services and to other administrative services performed by the Master & Personnel. 1.2 The applicability of general terms and conditions of any kind on the part of the hirer is expressly determined by the even if the hirer expressly declares its general terms and conditions applicable to the agreement. 1.3 Stipulations and agreements deviating from these general terms and conditions are only legally valid if and insofar as the Captain & Personnel has explicitly confirmed this deviation in writing. 1.4 The invalidity of one or more provisions of these terms and conditions does not affect the validity of the rest of the provisions of these terms and conditions. 1.5 If one or more provisions of these terms and conditions are annulled or declared null and void, the situation to which the present provision relates will have to be interpreted not according to the letter, but according to the purport of the provision that has been annulled or declared null and void.

Article 2, the definitions:

Captain & Personnel: The legal entities registered with the Chamber of Commerce under number 83620494 which, in the course of the business, make employee(s) available to third parties in order to perform work under the direction and supervision of the third party or parties in question.

Back office services: The services provided by Kapitein & Personeel to intermediaries in the labour market, including payroll services, supplemented with additional services, including possibly invoicing to the hirer's customers.

Remuneration: The gross salary agreed between the Captain and the Personnel and the employee per month, four weeks, per day or per hour.

Contract management: Managing contracts in the broadest sense, including conducting time registrations and processing these hours in various ways.

Hirer: The person or company that makes use of the services of the Captain & Personnel by hiring personnel, whether or not self-selected, and/or having any Back Office services provided as stated in the definition of 'Back Office Services' by the Master & Personnel Hirer's Rate. The agreed rate that the Master & Personnel charges to the Hirer, possibly adjusted afterwards in accordance with the hiring contract and general terms and conditions.

Payroll services: The services provided by Captain & Personnel, which mean that the hirer outsources the legal employership of the employees recruited and selected by the hirer itself to Captain & Personnel. Employees targeted by the hirer enter into employment with Kapitein & Personeel on the basis of an employment contract. Captain & Personnel pays the salary to employees and makes them available to the hirer, where they perform work on the instructions and under the supervision of the hirer.

Hiring contract: The agreement between the Captain and the Personnel and the hirer in which the parties lay down general agreements regarding the cooperation with a reference to the general terms and conditions

Temporary employment clause: The clause (in accordance with Civil Code 7:691 paragraph 2), that the employment contract ends by operation of law at the time the hirer terminates the hiring contract.

Employment contract: The employment contract between the Captain and Personnel and the employee, whereby the employee is made available by the Captain and Personnel to the hirer(s) in the context of the conduct of the business of the Captain and Personnel to perform work under the supervision and direction of the hirer(s) provided by the hirer(s) to the Master and Personnel, in accordance with Article 7:690 of the Dutch Civil Code.

Article 3: Lending of employees:

3.1 The specific conditions under which employees are made available to the hirer are agreed in the hiring contract.

3.2 The hirer will employ employees in accordance with the contract stipulated in the hiring contract and further conditions.

3.3 Deviation from the provisions of paragraph 2 is only possible if and insofar as the Master & Personnel and the employee have agreed to this deviation in writing and in advance. 3.4 If an employee will not be able to perform the agreed work due to a special circumstance on the part of the hirer, the hirer will notify the Master & Personnel, employee and other interested parties at least 24 hours in advance.

3.5 The hirer is not entitled to temporarily suspend the employment of the employee in whole or in part outside the agreed period, unless there is force majeure within the meaning of Article 6:75 of the Dutch Civil Code.

Article 4: Quotations:

The quotations issued by Captain & Personnel are without obligation and valid for a maximum of 30 days

Article 5: Duration and termination of the hiring contract:

5.1 A hiring contract will be drawn up for each employee for an indefinite period, unless the parties have agreed in writing that the hiring contract will be entered into for a fixed period.

5.2 The hiring contract can be terminated – unless otherwise stated in the hiring contract – with due observance of a notice period of three months. Termination must take place by registered letter. The three-month period starts from the moment the other party receives the registered letter. The burden of proof for sending and receiving the cancellation rests with the sending party. If an employee has a notice period of three months or longer, the hiring contract of that employee does not end until the day on which the longer notice period has expired.

5.3 The hiring contract ends immediately by dissolution, if one of the parties invokes the dissolution because the other party is in default.

5.4 The hiring contract ends by operation of law at the moment that the (organisation of the) hirer is transferred within the meaning of Article 7:662 et seq. of the Dutch Civil Code, is declared bankrupt or has applied for a suspension of payments. By dissolution, all claims of the Captain & Personnel become immediately and fully due and payable. In that case, the Captain & Personnel is entitled to full compensation, including all costs, including the actual costs of legal assistance.

5.5 If the hirer enters into or will conclude an agreement or otherwise does business with another company that provides or will provide payroll services for the hirer, Kapitein & Personeel will be entitled to terminate the hiring contract immediately. In the event of immediate termination, all claims of the Captain & Personnel will be due and payable at once and in full.

5.6 As a result of the termination of the hiring contract pursuant to paragraphs 5.2 to 5.5, Captain & Personnel is no longer obliged to allow the secondment of the employee(s) to continue.

5.7 The hiring contract, including all obligations arising from it, can only end when all related employment contracts have been terminated by operation of law, in accordance with the provisions of Article 20 paragraph 4. The provisions of Article 20(4) also apply in the event of dissolution or immediate termination of the hiring contract.

Article 6: Working hours and position:

6.1 In the hiring contract, the hirer provides the description of the relevant position that the employee must perform. At the first request of the Captain & Personnel, the hirer must sufficiently demonstrate that the job description corresponds to the job actually performed. If it appears that the job description does not correspond to the job actually performed, the hirer will provide the Captain & Personnel with the correct job description, without prejudice to the provisions of paragraph 2.

6.2 The position, as indicated above, can be changed during the hiring contract in accordance with the wishes of the employee, if the employee reasonably claims the adjustment by invoking good employment practices and/or (upcoming) laws and regulations, the Collective Labour Agreement for Temporary Workers (NBBU Collective Labour Agreement) or applicable case law.

6.3 If the Captain & Personnel suffers direct or indirect damage because the job description provided in the hiring contract does not correspond to the actual job that is performed or because the adjusted job description (provided) later does not correspond to the job actually performed, the hirer is obliged to pay the damage, including costs, including the actual costs of legal assistance, to be reimbursed in full to the Captain & Personnel. This is separate from other claims of the Captain & Personnel, for example to the effect that the hirer enables the employee to perform the function described by the hirer in the hiring contract or subsequently amended in writing.

6.4 The working hours, the number of working hours and the rest periods of the employee are the same as the usual times and hours at the hirer for the (actually) performed position, unless otherwise agreed in the hiring contract. The working hours, the number of working hours and the rest periods of the employee will not be more or less than is normally allowed by the hirer. At the first request of the Captain & Personnel, the hirer shall provide sufficient evidence of the terms of employment, times and hours, as referred to above, which are customary and permissible in the company where the employee works, whether or not by submitting the necessary documents. The employment conditions, times and hours, as indicated above, can be adjusted during the hiring contract in accordance with the wishes of the employee if the employee can and does reasonably claim that adjustment by invoking good employment practices or (upcoming) laws and regulations, the Collective Labor Agreement for Temporary Workers (NBBU CLA) or the applicable case law.

6.5 Overtime occurs when work is performed in excess of the usual working hours per day or per week in the sector in question or by a regulation or schedule. Overtime following normal working hours and not lasting longer than half an hour is not considered as such, unless the applicable terms and conditions of employment of the hirer have a provision to the contrary.

6.6 If the Captain & Personnel suffers direct or indirect damage because the working hours, number of working hours and rest periods of the employee determined or subsequently adjusted in the hiring contract deviate from the conditions stated in paragraph 3 and/or paragraph 4 deviate from the actual hours and hours that the employee works or rests, the hirer is obliged to compensate for this damage, including the costs, including the actual costs of legal assistance, to be reimbursed in full to the Captain & Personnel. This is separate from other claims of the Captain & Personnel, for example to the effect that the hirer enables the employee to observe the times and hours referred to in paragraph 3 and/or paragraph 4. 6.7

The employee's holiday and the special leave scheme are arranged in accordance with the law and the NBBU collective labour agreement, if and insofar as it applies to the employee's payroll agreement.

6.8 When entering into the hiring contract and, if and insofar as this was not foreseeable at the time the hiring contract was entered into, the hirer is obliged to inform the Captain & Personnel as soon as possible of any business closures of the hirer. The hirer is obliged to inform the captain and personnel as soon as possible, so that the captain and personnel can contractually fit this into the legal relationship with the employee. 6.9 When entering into the hiring contract, the hirer is obliged to inform the captain & personnel on its own initiative about the applicable hirer's remuneration, more specifically about the amount of the salary, the applicable reduction in working hours, the amount of the periodical, the amount and the time of the initial salary increase, expense allowances, allowances and job group.

Article 7: Compensation of employees:

7.1 Employees are remunerated in accordance with the remuneration scheme or collective labour agreement customary or legally required by the hirer, in accordance with the provisions of Article 6. If the hours worked by the employee are to be regarded as allowance hours or overtime hours, according to this remuneration scheme, the employee will be remunerated for these hours in accordance with this scheme. When this scheme prescribes a wage increase, it will also be applied to the employee's salary.

7.2 The hirer is obliged to inform the Captain & Personnel about all applicable employment conditions, changes thereto and about the application of allowances and overtime allowances. The hirer's rate will be adjusted in proportion to a salary increase. If it turns out (afterwards) that the correct terms of employment have not been applied to an employee, Captain & Personnel is obliged to apply the correct terms of employment with retroactive effect. All costs associated with this will be passed on to the hirer.

Article 8: Working conditions:

8.1 The hirer will behave with regard to the employee as a careful and good hirer in the exercise of management and supervision, all this in the broadest sense of the word.

8.2 The hirer is obliged to furnish and maintain the tools in or with which he will perform the agreed work in such a way and to take such measures and provide instructions for the performance of the agreed work as are reasonably necessary to prevent the employee from suffering damage in the performance of his work. In addition, Captain & Personnel obliges the hirer to provide personal protective equipment to the employee if there is work that results in damage.

8.3 If the employee suffers an industrial accident or an occupational disease, the hirer will inform the competent authorities as soon as possible and will ensure that a report is drawn up in which the circumstances of the accident are recorded in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent an accident from being such an industrial accident or such an occupational disease.

8.4 The hirer will compensate the employee for all damage (including costs including the actual costs of legal assistance) that the employee suffers in the performance of his work, unless the hirer proves (in court) that he has fully complied with the obligations referred to in paragraphs 1 to 3 above or his duty of care pursuant to Article 7:658 of the Dutch Civil Code or that the damage is largely the result of intent or deliberate recklessness of the employee. If the industrial accident leads to death, the hirer is obliged to compensate damage (including

costs including the actual costs of legal assistance) under the conditions set out above in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in that article.

8.5 The hirer will compensate the employee for all damage (including costs, including the actual costs of legal assistance) that the employee suffers as a result of the damage or destruction of an item belonging to the employee and used by him in the context of the work assigned. The hirer shall indemnify Captain & Personnel against all relevant claims.

8.6 The hirer is obliged to comply with all obligations as referred to in this article towards the Master & Personnel and indemnifies the Master & Personnel at all times and in full against claims in this respect, including those of the employee(s) and/or third parties and all associated costs, including the employee's wage costs, actual costs of legal assistance asserted against the Master & Personnel in respect of the non-compliance with any of the aforementioned obligations, without prejudice to any other claims of the Captain and Personnel against the hirer.

Article 9: Liability

9.1 The hirer assumes liability and thereby indemnifies the Master & Personnel against any damage suffered by the employee in the performance of the work, insofar as such an indemnification does not already arise from article 8.

9.2 The hirer indemnifies the Master & Personnel against any damage caused by the employee to the hirer or to third parties or to their property.

9.3 The Captain & Personnel is not liable for any damage arising from obligations that employees have entered into with or that have arisen for them towards the hirer or third parties, whether or not with the consent of the hirer or those third parties.

9.4 The hirer is obliged to take out adequate insurance against all forms of costs, losses or damages that may arise from the work and also the costs of legal assistance actually incurred.

9.5 Fines and/or (additional) levies, imposed on the basis of legislation and/or regulations, which are the direct result of the hirer's failure to comply with procedures and/or obligations, or failure to do so correctly and/or on time, will be charged by the hirer to the hirer and will be paid by the hirer to the hirer within the stipulated period without discount or compensation. The hirer indemnifies the Master & Personnel in respect of the provisions of this paragraph.

9.6 Any remaining liability for any damage is in any case limited per event to the amount that the insurance of Captain & Personnel pays out in respect of the damage. If the Captain & Personnel is not insured for the damage in question or does not pay out the insurance in full, the liability of the Captain & Personnel is limited to the amount invoiced by the Captain & Personnel. If the amount charged depends on a time factor, the liability of the Captain & Personnel is limited to the amount charged by the Master & Personnel to the hirer in the month prior to the notification to the Master & Personnel of the damage. In the absence of a previous month, the decisive factor is what the Captain & Personnel would charge or has charged to the hirer in the month in which the event causing the damage occurred, as agreed.

9.7 Captain & Personnel is never liable for any consequential damage.

Article 10: Provisions for training

10.1 If the employee needs training or work instructions for the correct execution of the assignment, the hours spent by the employee on this training will be charged to the hirer as working hours.

10.2 If the hirer expects the employee to follow a training course that has been made mandatory by the hirer in the interest of the company, the hirer will fully bear the training costs, travel costs and the necessary absenteeism from wages. The hirer will pay the training costs directly to the institution that provides the training. Any payments to the employee (e.g. travel expenses) will be made by Captain & Personnel and then recovered from the hirer, provided that Captain & Personnel agrees to this prior to the training.

10.3 In the case of a training course that is followed in the interest of the company at the request of the hirer or employee - in the latter case with the permission of the hirer - the employee is eligible for partial or full reimbursement of the training and/or travel costs with a surcharge of 15% for the outward and return journey, subject to retention of pay. The provisions at the end of paragraph 1 shall apply mutatis mutandis.

Article 11: Continued payment in the event of illness

11.1 An employee who is ill is in principle entitled to continued payment of wages during the first two years of his incapacity for work. The obligation to continue to pay wages during illness is borne by the Captain & Personnel. 11.2 In the event of incapacity for work, Captain & Personnel will take care of the guidance of the employee during the illness and, if possible, for reintegration. The hirer is obliged to do everything necessary to reintegrate the employee as soon as possible, including but not only cooperating in the realisation of suitable work within or outside the hirer's organisation, all in accordance with the Gatekeeper Improvement Act.

11.3 The hours in which the employee performs suitable work or reintegration work will be charged to the hirer as hours worked. The nature and extent of the suitable work or reintegration work will be determined according to the advice of the relevant company doctor. The hirer is entitled to request the captain and personnel to request a second opinion from the UWV, but the related costs are borne by the hirer.

Article 12: Recipient's rate

12.1 For the duration of the hiring contract, the hirer's rate with regard to the employee will be agreed in writing between the Captain and Personnel and the hirer.

12.2 If it is established that the work actually performed by the employee should reasonably lead to a higher salary for the employee and a higher hirer's rate in comparison with the job description provided by the hirer, the Captain's Personnel and Personnel will correct the hirer's rate accordingly in consultation with the hirer, and the hirer will owe this corrected rate to the captain and personnel from the moment the position is adjusted in which case both the employee and the Captain & Personnel must have agreed in writing to the changed position.

12.3 If, for whatever reason, the seconded employee is replaced by another employee during the term of the hiring agreement, the level of the hirer's rate will have to be agreed again between the Captain & Personnel and the hirer, with due observance of the provisions of paragraph of this article.

12.4 Captain & Personnel is in any case entitled to unilaterally adjust the hirer's rate during the term of the hiring agreement in the event that the gross salary has to be increased as a result of a statutory wage increase, if the costs of the agreed work increase as a result of

increased employer's costs and if the direct or indirect costs associated with the provision of the employee increase in the interim, whether or not on the basis of the applicable NBBU collective labour agreement.

12.5 The Captain & Personnel is also entitled to pass on to the hirer any mandatory, one-off or non-one-off special benefits to the employee.

Article 13: Special minimum payment obligation

13.1 If the hirer does not give the employee the opportunity to perform the agreed work, on the understanding that the employee has reported in accordance with the agreements regarding the time and location, the hirer will owe the hirer's rate for three hours worked to the captain & personnel, without prejudice to the other obligations of the hirer towards the captain & personnel

13.2 If, in accordance with the hiring contract, the scope of the agreed work is less than 15 hours per week and it has not been laid down at what times the agreed work must be performed, or in the event that the scope of the agreed work has not been (unambiguously) determined, the hirer will owe the hirer's rate for three hours worked to the Captain & Personnel for each call. without prejudice to the other obligations of the hirer towards the Captain & Personnel.

Article 14: Declaration system and invoice

14.1 The Captain & Personnel will issue the invoices to the hirer on the basis of time sheet forms authorised for approval by the hirer and employee, also referred to as time sheets or timesheet forms.

14.2 If it has been agreed between the Captain and Personnel and the hirer that use will be made of electronic entry of the time sheets, the hirer will sign for approval by means of an electronic signature.

14.3 The hirer (or a representative for the latter) undertakes to ensure that the timesheet forms show the correct number of hours worked and any overtime, as well as that other necessary information - including actual expenses incurred - is clearly stated on the timesheet form.

14.4 The hirer will keep a signed copy of the time accounting form for its own records and will provide the approved original thereof to the Master & Personnel, whether or not via the employee and if electronically, this will be sent to the captain & personnel via [www.https://kapiteinpersoneel.nl/](https://kapiteinpersoneel.nl/) be provided.

14.5 Captain & Personnel is entitled to issue invoices to the hirer regarding payment obligations of the hirer that arise from the provisions of the hiring contract and/or the General Terms and Conditions, but that are not related to a timekeeping form.

Article 15: Increase in the hirer's rate due to rising wage costs

15.1 The Captain & Personnel is entitled to increase the hirer's rate by the full amount or the proportional amount, resulting from one or more of the following cost increases with regard to the assigned work: - an increase in the hourly remuneration of the employee as a result of an amendment to the Collective Labour Agreement for Temporary Agency Workers (NBBU Collective Labour Agreement) or of the wages regulated therein or as a result of a government measure or binding regulation or as a result of (the application of) any provision contained in the hiring contract and the associated conditions; - an increase in the costs associated with the work as a result of an amendment to the Collective Labour Agreement for Temporary Agency Workers (NBBU Collective Labour Agreement) or as a result of a

government measure or binding regulation concerning the employee's working conditions in a general sense; - an increase in the costs associated with the labour as a result of a change in the employer's share in social security contributions or other premiums and pension premiums to be determined by the Captain & Personnel (always including an increase in these premiums on the basis of an increase in the risks covered); - an increase in the costs associated with the work as a result of changes in social security contributions and/or tax legislation or as a result of the introduction of new charges or premiums on the basis of the law, the Collective Labour Agreement for Temporary Agency Workers (NBBU collective labour agreement) or any binding regulation; - an increase in the costs in the broadest sense of the word related to the work for the employee or for the Captain & Personnel due to employment abroad; - The agreed hirer rate is linked to a maximum absenteeism rate of up to 4%. The sickness absence percentage is calculated by the wage costs that Captain & Personnel has to pay to the employees who are incapacitated for work (including care leave and situational incapacity for work) on loan from the hirer by Captain & Personnel in proportion to the wage costs for all employees who are loaned by Captain & Personnel to the hirer. The Captain & Personnel has the right to adjust the rates if the percentage of absenteeism due to illness measured over a consecutive period of at least two months exceeds the aforementioned percentage; - If the Captain & Personnel implements an adjustment of the hirer's rate in connection with an exceedance of the maximum sickness absence percentage of 4%, it will then adjust the hirer's rate by a maximum of the percentage that deviates from the original sickness absence percentage. Kapitein & Personeel is entitled to periodically investigate the sickness absence percentage.

15.2 If, for any reason attributable to the hirer, the remuneration and/or the hirer's rate is/are set too low, the Master & Personnel is entitled - also retrospectively with retroactive effect - to bring the remuneration and/or the hirer's rate to the correct level and to charge the hirer for what the hirer has consequently paid too little, and the hirer is obliged to pay the amount due in that respect immediately. For example, but not exclusively, the Captain & Personnel can invoke this provision if, in the opinion of the Captain & Personnel, there is a particularly deviating percentage of absenteeism. This does not affect any right of the Captain & Personnel to bring any other (additional) claims against the hirer.

Article 16: General compensation

16.1 If the hirer fails to fulfil one or more obligations arising from the hiring contract or from these General Terms and Conditions towards the captain & personnel or the employee, the hirer is obliged to compensate the captain & personnel for all damage that directly or indirectly arises from this non-compliance for the captain & personnel without a notice of default being necessary.

16.2 The damage as referred to in paragraph 1 of this article also includes all costs for the Captain and Personnel related to this damage.

16.3 The provisions of this article shall never affect the right of the Captain & Personnel to bring other claims against the hirer, including the claim for performance, as well as the right of the Captain & Personnel to take other legal measures such as invoking dissolution.

16.4 The Master & Personnel can always invoke this article - possibly as an addition - even if the hirer's obligation to pay compensation is already separately regulated elsewhere in these General Terms and Conditions.

Article 17: Payment and consequences of non-payment

17.1 The hirer is at all times obliged to pay any invoice sent by Captain & Personnel in respect of services provided by Captain & Personnel by direct debit, unless other written agreements have been made. If agreed, the hirer is entitled to pay 20% of a VAT reverse charge invoice

and 25% of a VAT 21% invoice of Captain & Personnel to the G account of Captain & Personnel.

17.2 Payments made exclusively by the hirer to the captain and personnel themselves have a discharging effect. Payments to employees or the provision of advances to employees are non-binding and can never provide grounds for debt delinquency or set-off.

17.3 If an invoice from the Captain & Personnel to the hirer is not paid before the final payment date, the hirer will be in default by operation of law from that moment on, for which no notice of default is required.

17.4 In the event of late or incomplete payment as referred to in paragraph 3 of this article, the hirer shall owe the statutory commercial interest on the outstanding amount in addition to the sum due to Captain & Personnel, whereby part of a calendar month shall be counted as a full amount. The carbon copy or copy of the invoice sent by the Captain & Personnel to the hirer shall be considered as full proof of the payment of the interest as well as of the moment at which the calculation of the interest begins.

17.5 Complaints relating to an invoice must be submitted in writing to the Captain & Personnel within 7 days of the invoice date, whereby the burden of proof regarding the timely submission of such complaints rests with the hirer. After the expiry of this period, the hirer's right to complain lapses. Incidentally, a timely reliance on the right to advertise does not suspend the payment obligations, nor does it give the hirer a right to set-off.

17.6 All costs of collection, including the full costs of legal assistance and collection, both in and out of court, are entirely at the expense of the hirer. The reimbursement for extrajudicial costs will be based on the graduated extrajudicial collection costs (BIK). This fee will always be charged without any further evidence and will be payable by the hirer if legal assistance has been invoked by the Captain & Personnel or the claim has been handed over by the Captain & Personnel for collection.

17.7 If the hirer disputes an invoice, this will be notified to the Captain & Personnel in writing within seven days of the date on which the invoice in question was sent, on pain of forfeiture of the right to dispute. A dispute of the invoice does not suspend the hirer's payment obligation.

Article 18: Identity verification

18.1 The hirer is responsible for establishing and verifying the identity of employees and is obliged, before the start of the work under the assignment, to provide the Captain & Personnel with a legible copy of the identity document/passport (and, if applicable, of the work permit), bearing the signature of the hirer and the employee. If and insofar as the Captain & Personnel has not been given the opportunity to check the authenticity of the identity document.

18.2 The hirer shall permit the Master & Personnel or the certification body of the Captain & Personnel to carry out a random check of the above procedure on location.

18.3 Fines and additional levies imposed on the Master & Personnel as a result of the hirer's failure to correctly establish or check the identity of employees will be passed on to the hirer.

Article 19: Applicable law and disputes

19.1 The agreements between the Captain and Personnel and the hirer are exclusively subject to Dutch law.

19.2 Disputes that have arisen between the Captain and the Personnel and the hirer as a result of an agreement concluded by the Captain and Personnel with the hirer, will be settled exclusively by the competent court within the district where the Captain and Personnel is established, but not before the parties have made sufficient efforts to settle their dispute amicably.

Article 20: Duration and termination of the posting/employment

20.1 Captain & Personnel concludes individual employment contracts with the employees on the basis of Article 7:690 of the Dutch Civil Code and the Collective Labour Agreement for Temporary Agency Workers (NBBU Collective Labour Agreement), which agreements fall within the scope of the hiring contract and these general terms and conditions. At least six weeks before the expiry of an employment contract between the Captain and Personnel and an employee, the Captain and Personnel shall inform the hirer of this fact. Without written notice to the contrary from the hirer, Kapitein & Personeel will offer a follow-up contract after the expiry of an employment contract with an employee. Under certain circumstances, Captain & Personnel must notify the employee in writing of whether or not the employment contract will be extended no later than one month before the intended termination date. Any fines that become due on this account because the hirer does not comply with its obligations will always be borne by the hirer. The hirer fully indemnifies the Master & Personnel against fines related to the obligations in this article.

20.2 If the hirer wishes to terminate the posting of an employee, the hirer is obliged to notify the Captain & Personnel of this wish in writing, stating the reason for the termination and substantiating the reasons for this.

20.3 In the event that the employment contract does not provide for a temporary employment clause, the hirer shall observe a notice period of at least 8 weeks. If the employee's employment contract has lasted longer than four years, the notice period for each full year of service is extended by two weeks. The maximum notice period is four months.

20.4 The following provisions apply to the hiring contract with regard to employees with an employment contract without a temporary employment clause:

a. This hiring contract and the resulting payment obligations only end when Captain & Personnel has validly terminated the employment contract with the employee. As long as an employment contract and the obligation to continue to pay wages between the Captain and the employee continue, the hiring contract and (therefore) the payment obligations of the hirer continue, even during and after periods in which the employee has performed alternative work offered by the Captain and Personnel. The hirer is entitled to offer the employee an employment contract, starting after the notice period, in order to terminate the employment relationship and realize continuous payment obligations. Upon the employee's commencement of employment with the hirer, the hirer indemnifies the captain and personnel of all claims under the employment contract that the employee still has or could have against the captain and personnel.

b. If the employee accepts (suitable) replacement work from (another) hirer, the hirer's payment obligation to Captain & Personnel will lapse for as long as this replacement work continues and insofar as the scope of this replacement work will equal the scope of the hiring contract.

c. If the hirer no longer wishes to hire one or more employees, while the employment contract of employees continues and (suitable) replacement work is not available, as well as if the employees do not enter into employment with the hirer, Captain & Personnel will try to terminate the employment contracts with the employees.

d. After termination of the hiring contract and the applicable notice period, Captain & Personnel will pass on 100% of the costs actually incurred in the context of the obligation of Captain & Personnel to continue to pay wages towards the employee, of any severance payment, transition payment, equivalent provision or other costs incurred by Captain & Personnel in order to terminate the employment. Kapitein & Personeel strives for the lowest possible costs and will coordinate with the hirer how the employment contract should be terminated. In the absence of agreement within a reasonable period of time, the Captain & Personnel reserves the right to take a unilateral decision.

Additional articles on secondment/staffing/recruitment & selection

Article 21: Duration of the assignment

21.1 The hiring contract can be entered into for an indefinite period of time or for a definite period of time.

21.2 The temporary employment contract is entered into for a fixed period, for a determinable period or for a determinable period, which does not exceed a fixed period.

21.3 A determinable period as referred to in paragraph 2 is understood to mean a period that ends because an objectively determinable event occurs, i.e. an event that occurs independently of the will of the parties.

21.4 The hiring contract for an indefinite period is the hiring contract that is not entered into for a definite period of time, as described in paragraph 2.

Article 22: Termination of the assignment

22.1 The temporary rental contract ends by operation of law at the time of expiry of the period for which this temporary employment contract has been entered into.

22.2 The temporary hiring contract cannot be terminated prematurely, unless this is expressly provided for in the hiring contract or this termination is agreed in writing between the Captain & Personnel and the hirer after the hiring contract has been entered into.

22.3 If the possibility of early termination of the temporary hiring contract is included in writing in the temporary hiring contract, the parties must observe the same notice period as applies to the termination of the temporary hiring contract as referred to in paragraph 4.

22.4 The hiring contract for an indefinite period can be terminated by both the Captain and Personnel and the hirer at any time - but only in writing - with due observance of a notice period of three months. If an employee has a notice period of four months or longer, the hiring contract of that employee does not end until the day on which the longer notice period has expired.

22.5 The period referred to in paragraph 4 may be deviated from in writing at the time of the hiring contract or afterwards if this deviation is agreed - again in writing - between the Captain & Personnel and the hirer.

22.6 The burden of proof with regard to the timeliness of the termination rests with the terminating party. 22.7 Both the temporary employment contract and the temporary employment contract for an indefinite period will terminate by operation of law at the moment that the employment contract between Captain & Personnel and the employee has come to an end, and it will not be continued subsequently with the same hirer.

22.8 Each hiring contract shall terminate by operation of law if and at the time that the hirer has entered into a direct employment relationship with the employee made available pursuant

to the hiring contract in accordance with the provisions of these terms and conditions and the hirer has also fulfilled all obligations towards the hirer that arise from the provisions of these terms and conditions.

Article 23: Defects with regard to the actual posting of the employee

23.1 If the employee is temporarily unable to perform the agreed work during the term of the hiring contract, the Captain & Personnel and the hirer will consult to determine the need for temporary replacement. If desired, Captain & Personnel will make every effort to ensure proper replacement in the short term. After the temporary inability to act of the original employee has been lifted, he will, in principle, resume the agreed work.

23.2 If, as a result of the end of the employment contract, illness or accident, the employee can no longer actually be made available to the hirer before the term of the hiring contract has expired or the hiring contract has been terminated in accordance with the relevant provisions, Captain & Personnel will make every effort to ensure proper replacement for the remaining duration of the hiring contract in the short term.

Article 24: Entering into an employment relationship between the hirer and the employee

24.1 For the purposes of this article, an employee is also understood to mean a prospective employee who has been introduced to the hirer less than six months before entering into the employment relationship with the hirer. An employee is expressly not understood to mean the employee who has been recruited and selected by the hirer.

24.2 In this article, in addition to entering into a direct employment relationship between the hirer and the employee, the entering into of an employment relationship is also understood to mean the conclusion of a contract for work between both parties, the conclusion of a hiring contract between both parties and the provision of an employee to the hirer by a third party.

24.3 The hirer is not permitted to enter into an employment relationship with an employee, unless the provisions of this article are met, insofar as this article has not been deviated from by written agreement between the Captain & Personnel and the hirer.

24.4 If the hirer wishes to enter into an employment relationship with an employee, he must first inform the Captain & Personnel in writing of his intention.

24.5 The hirer shall not enter into an employment relationship with an employee until the employment contract between the Captain and the employee has been validly terminated and the hiring contract between the captain and the hirer has been validly terminated, of course with due observance of the provisions of these terms and conditions.

24.6 If, with due observance of the above provisions, the hirer enters into an employment relationship with the employee within six months of the commencement of the posting of an employee, the hirer will owe the captain & personnel a fee amounting to the percentage referred to in table 1 of the last applicable hirer's rate for a period of 1040 hours worked.

24.7 The provisions of paragraph 6 also apply if the hirer has entered into an employment relationship with the employee in question in any way whatsoever within six months of the termination of the posting by the Captain & Personnel to the hirer of the employee. **Table 1: Compensation percentage in case of entering into a direct employment relationship with employee Number of weeks (Articles 24.6 and 24.7) Compensation percentage due 0 to 10 20% 11 to 20 15% 20 to 26 10% 27 or more 0%**

Article 25: Remuneration for recruitment and selection services

25.1 If the service to be provided by Captain & Personnel consists of the recruitment and selection of an employee, who will subsequently carry out activities for the hirer by means of a direct employment relationship (in accordance with article 24.2) ('recruitment and selection'), the hirer will owe a one-off fee for this service.

25.2 The amount of the compensation referred to in paragraph 1 shall be 25% of the first gross annual salary, including holiday pay, unless another remuneration has been agreed in writing in advance between the Captain and Personnel and the hirer;