

Article 1. Definitions

- 1.1 **General Terms and Conditions:** these general terms and conditions.
- 1.2 **BackOfficer:** The private limited liability company Backoffice Groep B.V., with its registered office and place of business at Griekenweg 23 in (5342 PX) Oss, the Netherlands, listed in the Commercial Register of the Chamber of Commerce under number 76678369 or an affiliated company.
- 1.3 **CBA:** the most recent version of the Collective Bargaining Agreement for Temporary Workers of the Federation of Private Employment Agencies (ABU).
- 1.4 **Services:** all services to be provided by BackOfficer to the Client.
- 1.5 **Hirer's Remuneration:** the remuneration applicable at the Client's company for employees employed by the Client in an equal or equivalent position as carried out by the Employee pursuant to the Collective Bargaining Agreement.
- 1.6 **Quotation:** any oral or written offer made by BackOfficer.
- 1.7 **Client:** any natural person or legal entity who enters into an Agreement with BackOfficer or purchases Services.
- 1.8 **Parties:** The Client and BackOfficer jointly.
- 1.9 **Client fee:** The rate payable by the Client to BackOfficer, excluding surcharges, cost allowances and VAT (if applicable). Unless agreed upon otherwise, the Client rate is charged on an hourly basis.
- 1.10 **(Assignment) Agreement:** any agreement, in whatever form, between the Parties, any amendment or addition thereto, as well as all (legal) acts in preparation and implementation of that Agreement.
- 1.11 **Assignment confirmation:** the confirmation of each specific assignment containing the applicable specific terms and conditions.
- 1.12 **Posting:** the employment of an Employee under an Agreement to carry out work under the Client's management and supervision.
- 1.13 **Mediation:** the employment of a self-employed person with the Client to independently fulfil an assignment on behalf of the Client.
- 1.14 **Employee:** any natural person who carries out work for the Client based on a Temporary Employment Contract.
- 1.15 **Temporary employment contract:** the employment contract pursuant to Section 7:690 of the Dutch Civil Code, not being a payroll contract pursuant to Section 7:692 of the Dutch Civil Code.
- 1.16 **Self-employed person:** a self-employed person without employees who carries out work on the Client's behalf through the mediation of BackOfficer.
- 1.17 **Self-Employed Person's Agreement:** the assignment agreement, based on mediation, pursuant to the Deregulation of assessment of labour relations.
- 1.18 **Confidential Information:** all information relating to the business and affairs of any of the Parties and/or any of their affiliate(s) that is considered, or that could reasonably be considered, to be confidential, irrespective of whether or not such information is designated as 'confidential'.
- 1.19 **Wav:** the Foreign Nationals (Employment) Act [in Dutch: *Wet arbeid vreemdelingen*, Wav].

- 1.20 **GDPR:** the General Data Protection Regulation and related laws and regulations.
- 1.21 **Wet DBA:** Deregulation Assessment of Employment Relationship Act [in Dutch: *Deregulerend Beoordeling Arbeidsrelaties*, Wet DBA]

Article 2. Scope

- 2.1. These General Terms and Conditions apply to all Quotes, Agreements and/or Services. These General Terms and Conditions also apply to any further or follow-up Agreements.
- 2.2. Deviations from these General Terms and Conditions are only valid if accepted in writing by BackOfficer. Purchasing or other general terms and conditions of the Client shall not apply.
- 2.3. BackOfficer reserves the right to modify these Terms and Conditions. The most up-to-date version of the General Terms and Conditions shall always apply and will be published after update on www.BackOfficer.nl.

Article 3. Offers and formation of the Agreement

- 3.1. All BackOfficer's Quotes are without obligation and can be revoked by BackOfficer at any time.
- 3.2. An Agreement is established when the Client accepts BackOfficer's Quote in writing, when BackOfficer provides the Client with an Order Confirmation or when BackOfficer starts providing the Services.

Article 4. Duration and termination of the Agreement

- 4.1. An Agreement is entered into for a fixed or indefinite period.
- 4.2. The fixed-term Agreement shall terminate by operation of law upon expiry of the agreed time. Unless BackOfficer agrees to a different term with the Client, the Client will notify BackOfficer in writing no later than two months before the Agreement ends by operation of law whether it wishes to enter into a new Agreement.
- 4.3. Premature termination of the fixed-term Agreement is not possible, unless agreed otherwise in writing.
- 4.4. The Agreement for an indefinite period ends by giving three months' notice in writing, unless agreed otherwise.
- 4.5. An Agreement can only be terminated by (premature) termination, if all Temporary Employment Contracts and/or Self-Employed Person's Contracts can be terminated by BackOfficer and if the Client has complied with all the conditions set out in the Assignment Confirmations and/or the General Terms and Conditions.
- 4.6. The Parties can terminate any Agreement extrajudicially with immediate effect in the event that the other party commits a default, ceases business operations, makes an arrangement with all its creditors, is dissolved, goes into liquidation, ceases operations or files for bankruptcy or suspension of payments. As a result of dissolution, all of BackOfficer's claims will become immediately due and payable.
- 4.7. If the Agreement is terminated prematurely, the Client shall be required to continue to pay the Client Rate, as laid down in the Assignment Confirmation, until such time as the Temporary Employment Agreement or the Self-Employed Person's Agreement

- can be validly terminated. This is based on the agreed upon, usual or average scope of the Assignment.
- 4.8. BackOfficer can use the services of third parties for the purpose of providing its Services to Client, to which the Client agrees in advance.

Article 5. Client's information obligation

- 5.1. The Client is required to provide BackOfficer with timely, accurate and complete information necessary for the proper implementation of the Assignment, either on its own initiative or otherwise.
- 5.2. In case of Posting, the Client will provide BackOfficer with the description of the work to be carried out by the Employee and all information on all elements of the Hirer's Remuneration before the start of the Agreement. The Client is aware that BackOfficer must apply changes to the Hirer's Remuneration retroactively.
- 5.3. If an intention to establish a company closure and/or collectively compulsory days off becomes known after entering into the Agreement, the Client must inform BackOfficer immediately after this becomes known.

Article 6. Client fee

- 6.1. The fee payable by the Client to BackOfficer is calculated by multiplying the agreed upon Client rate by the hours worked by the Employee/Self-Employed Person or (if this number is higher) over the hours to which BackOfficer is entitled under the Agreement and/or the General Terms and Conditions. Surcharges and expense allowances to which Employee/Self-Employed Person is entitled will be charged on top of the Client's fee.
- 6.2. BackOfficer will inform the Client regarding the method of time accounting. The Client shall ensure correct, complete and timely timekeeping and shall be required to ensure that the Employee's/Self-Employed Person's details included in the timekeeping are correct and truthful.
- 6.3. In case of disagreement regarding the hours worked or costs declared between the Employee/Self-Employed Person and the Client, BackOfficer will assume the accuracy of the Employee/Self-Employed Person's hours declaration and/or signed timesheets. This subject to evidence to the contrary provided by the Client.
- 6.4. In addition to the compensation to be paid by the Client to BackOfficer, the statutory transitional compensation due will be paid to the Employee, insofar as the Employee is entitled to this compensation. This fee will be charged by BackOfficer to the Client on a one-to-one basis including employer contributions. This is unless explicitly agreed upon otherwise in writing.
- 6.5. BackOfficer has the right to adjust the Client rate during the term of the Agreement if costs increase. BackOfficer will inform the Client of any adjustment to the rate as soon as possible and confirmed in writing to the Client.

Article 7. Payment

- 7.1. The Client will ensure payment of BackOfficer's invoices within the set payment period. Only payment to BackOfficer or to a third party expressly designated by BackOfficer in writing shall lead to discharge. Payments made by the Client to Employees/Self-Employed Persons – under whatever title – or the provision of advances to Employees/Self-Employed Persons are non-binding towards BackOfficer and can never constitute grounds for set-off or repayment on any account.
- 7.2. Objections to the invoice can be raised within 10 days of its date. After the expiry of this period, invoices shall be deemed to be correct.
- 7.3. The Client does not have the right to suspend and/or set off its obligations towards BackOfficer.
- 7.4. If the Client fails to pay the invoice within the payment period, the Client shall be in default. The Client will then owe statutory commercial interest and the extrajudicial collection costs incurred by BackOfficer.
- 7.5. At BackOfficer's first request, the Client will provide a written authorisation for a direct debit.
- 7.6. BackOfficer reserves the right not to conclude or to terminate an Agreement in case of non-creditworthiness of the Client.
- 7.7. BackOfficer guarantees that the payroll taxes and social security contributions payable by it in respect of Employees are paid correctly and on time.

Article 8. Recruitment and selection / allocation, substitution of the Employee

- 8.1. The Employee/Self-Employed Person will be recruited and selected by BackOfficer. The Client cannot set non-functional requirements that (may) lead to (in)direct discrimination.
- 8.2. The Client is aware that the Temporary Worker is not made available exclusively to the Client. The Employee can be replaced with another Employee with the same qualifications.
- 8.3. The Client is aware that BackOfficer's Services involve an obligation of effort. BackOfficer is not responsible for the result of the Services rendered or the services provided by the Employee/Self-Employed Person.

Article 9. Working hours, working time and management/supervision

- 9.1. The scope of the Assignment and the working hours of the Employee/Self-Employed Person with the Client will be agreed upon prior to the Assignment.
- 9.2. The Employee's working hours, working time and rest times shall be the same as the hours and times usual at the Client's premises, unless agreed upon otherwise. The Client guarantees that the Employee's working hours and rest and working times comply with the legal requirements. The Client shall ensure that the Employee does not exceed the legally permitted working hours and the agreed upon scope of work.
- 9.3. Holidays and leave of the Employee shall be arranged in accordance with the law and, if applicable, the Collective Bargaining Agreement.
- 9.4. The Client shall behave in the same careful manner towards the Employee in the exercise of supervision or management as well as with regard to the performance of the work as it is required to do towards its own employees.

- 9.5. The Client is not permitted to employ the Employee or Self-Employed Person in a manner other than as agreed upon without BackOfficer's prior written consent, and therefore also not outside Dutch territory.

knowingly reckless acts on the part of BackOfficer. A liability claim against BackOfficer expires within 12 months.

- 12.4. All Confidential Information obtained by the Parties in the context of the performance of the Agreement shall be kept secret and not disclosed to third parties.

Article 10. Working conditions

- 10.1. The Client is responsible to the Employee/Self-Employed Person for safety in the workplace and good working conditions in general.
- 10.2. If necessary, the Client will provide or reimburse the Employee for personal protective equipment.
- 10.3. The Client is required to provide information in writing to the Employee/Self-Employed Person and to BackOfficer in good time, at least one working day before commencement of the work, regarding the required professional qualifications and the specifics of the job to be filled. The Client actively educates the Employee regarding the Risk Inventory and Evaluation (RIE) used within its company.
- 10.4. The Client shall reimburse the Employee for – and indemnify BackOfficer against – any damage (including costs including the actual costs of legal assistance) suffered by the Employee/Self-Employed Person in the context of the performance of his/her work, if and to the extent that the Client and/or BackOfficer is liable for it.

Article 13. Mediation of Self-Employed Persons

- 13.1. Insofar as BackOfficer acts as a intermediary for the Self-Employed Person with the Client, BackOfficer will ensure that the requirements of the DBA Act are met. The client is required to ensure that no authority/management and supervision is exercised over the Self-Employed Person, which could lead to the assumption of fictitious employment.
- 13.2. The Client is aware that the Self-Employed Person independently arranges and carries out his/her work, can accept other assignments (from other clients) and can be replaced.

Article 14. Other provisions

- 14.1. These General Terms and Conditions and the Agreements are governed by Dutch law.
- 14.2. The judge of the District Court of East Brabant, shall have jurisdiction to hear disputes between the Parties, unless the law mandatorily declares another court competent.

Article 11. Verification and retention obligation

- 11.1. The Client also bears a responsibility of its own to identify the Employee/Self-Employed Person.
- 11.2. The parties shall treat as confidential all personal data of Employees/Self-Employed Persons provided to them in the context of the Assignment and process them in accordance with the provisions of the GDPR.
- 11.3. To the extent that the Employee is a foreign national subject to a work permit obligation, BackOfficer will, to the extent legally possible of course, supervise or ensure legal employment. In doing so, BackOfficer will rely on the information provided by the Client. The Client must strictly adhere to the limitations of the licence (employer, place of employment, period of validity, position).
- 11.4. The Client is aware that he/she is an employer within the meaning of the Wav and will therefore be fined under the Wav if violations of provisions of the Wav are found.

Article 12. Obligations and liability

- 12.1. Any client who fails to fulfil or improperly fulfils its obligations under the law, these General Terms and Conditions and Agreements will be liable to compensate BackOfficer or third parties involved for any resulting loss. In that case, the Client also indemnifies BackOfficer in respect of any third-party claims.
- 12.2. The Client is required to take out adequate insurance for (potential) liabilities.
- 12.3. BackOfficer is liable for damages in the event of an attributable failure to comply with the Agreement. BackOfficer's liability is at all times limited to direct damage and the amount that BackOfficer's liability insurance actually pays out in such cases. The situation is different in case of intentional or