

General Terms and Conditions for the Provision of Flex Workers

The General Terms and Conditions of HOBII apply to Recruitment & Selection and the Provision of Employees pursuant to Article 7:690 et seq. of the Dutch Civil Code (and related services) by HOBII and/or companies affiliated with it in a group or companies that are subsidiaries of HOBII.

The general provisions of Part A of the General Terms and Conditions apply to all legal relationships of HOBII. If an Agreement relates (partly) to the Recruitment & Selection of Candidates, the specific provisions of Part B, together with the general provisions of Part A, apply. If the Agreement relates (partly) to the Provision of Employees, the specific provisions of Part C, together with the general provisions of Part A, apply.

The General Terms and Conditions were deposited by HOBII on January 14, 2022, at the District Court of 's-Hertogenbosch under deposit number 3/2022.

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PART A: GENERAL PROVISIONS

Article 1. Definitions

1.1. General Terms and Conditions: the present general terms and conditions.

1.2. Collective Labor Agreement (Cao): the collective labor agreement applicable to the employment contract between HOBII and the Employee.

1.3. Services: all services to be provided by HOBII to the Client under an Agreement.

1.4. HOBII: the user of these General Terms and Conditions and the party contracting with the Client, being:

- the private limited liability company HOBII Staffing B.V. with its statutory seat and registered office at (5462 EA) Veghel, at H. Hartplein 1, registered in the Chamber of Commerce under number 17093022;
- the private limited liability company Welcome Housing BV with its statutory seat and registered office at (5462 EA) Veghel, at H. Hartplein 1, registered in the Chamber of Commerce under number 55310648;
- the private limited liability company HOBII Support B.V. with its statutory seat and registered office at (5462 EA) Veghel, at H. Hartplein 1, registered in the Chamber of Commerce under number 17273231;
- and all other affiliated companies related to the above-mentioned companies. Affiliated companies refer to a subsidiary, participation, or group company established in the Netherlands.

1.5. Hirer's Remuneration: the remuneration applicable to Employees employed by the Client in an equal or equivalent position as performed by an Employee, consisting of the following wage components:

1) Solely the applicable base wage in the scale;

2) The applicable reduction in working hours. This can be compensated - at the discretion of HOBII - in time and/or money;

3) All surcharges for working irregular hours and/or under (physically) demanding conditions related to the nature of the work. Examples include (but are not limited to): overtime, work on evening, weekend, and holiday hours, shifted hours, shift work, low and/or high temperatures, hazardous substances, dirty work;

4) Initial wage increase (from the same time and to the same extent as with the Client);

5) Expense allowances (to the extent that HOBII can pay these free of wage tax and premiums);

6) Increments (amount and timing as determined by the Client);

7) Compensation for travel hours and/or travel time associated with work (unless the travel hours or travel time are already considered as worked hours);

8) One-time payments, regardless of the purpose or reason for the payment. One-time payments do not include periodic recurring payments;

9) Telecommuting allowances, where the portion of the allowance not exempted by law is paid gross.

1.6. Quotation: any oral or written offer from HOBII to the Client.

1.7. Candidate: any natural person who may be proposed by HOBII to enter into an employment contract with the Client.

1.8. Client: any natural or legal person contracting with or intending to contract with HOBII.

1.9. Client Rate: the rate payable by the Client to HOBII, exclusive of surcharges, expense allowances, and VAT. The rate is calculated per hour unless otherwise stated.

1.10. Agreement: any agreement, in whatever form, between a Client and HOBII, any amendment thereto or supplement thereto, as well as all (legal) acts in preparation for and in execution of that Agreement by HOBII.

1.11. Parties: reference to HOBII and the Client together.

1.12. Written: in writing or made available digitally via email or otherwise electronically.

1.13. Provision of Services: the deployment of an Employee by HOBII under an Agreement, to perform work, whether or not under the direction and supervision of the Client.

1.14. Employee: any natural person made available by HOBII to the Client under an employment contract pursuant to article 7:690 of the Dutch Civil Code.

1.15. Recruitment & Selection: the Service whereby HOBII, on behalf of the Client, recruits and selects Candidates to establish an employment relationship between the Client and these Candidates.

Article 2. Scope

2.1. These General Terms and Conditions apply to all Quotations from and Agreements with HOBII. These General Terms and Conditions also apply to any subsequent or follow-up agreements between HOBII and the Client. The Client is deemed to have agreed hereto.

2.2. Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing by the Parties. In such cases, the expressly agreed upon deviating provisions prevail. The applicability of the Client's purchasing or other general terms and conditions is expressly rejected.

2.3. If one or more provisions in these General Terms and Conditions are wholly or partially void or annulled at any time, the remaining provisions in these General Terms and Conditions shall remain in full force. In such cases, the Parties shall enter into consultations to agree on new provisions to replace the void or annulled provisions, which align with the intent of the Parties when drafting the void or annulled provisions.

2.4. If HOBII does not insist on strict compliance with these General Terms and Conditions at all times, this does not mean that the provisions thereof are not applicable or that HOBII loses the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

2.5. If HOBII deviates from these General Terms and Conditions in one or more Agreements with the Client, this does not imply that this deviation also applies to earlier or later Agreements between HOBII and the Client.

Article 3. Quotations and Conclusion of Agreement

3.1. HOBII cannot be bound by its Quotation if the Client can reasonably understand that the Quotation, or any part thereof, contains an obvious mistake or typographical error.

3.2. An Agreement is concluded when:

- HOBII has issued a Quotation and the Client accepts it and/or when HOBII starts the execution of the Agreement at the request of the Client; or
- the Client places an order with HOBII and HOBII has accepted this order and/or started the execution of the order.

3.3. All Quotations from HOBII are non-binding and can be revoked by HOBII at any time, even if the Quotation contains a term for acceptance.

Article 4. Payment

4.1. Unless otherwise agreed, payment of all amounts owed by the Client to HOBII must be made within 14 days after the (partial) invoice date in the currency in which the Client has been invoiced, in a manner indicated by HOBII. The value date on the bank statement is decisive and is considered the payment date.

4.2. Only payment to HOBII or to a third party expressly designated in writing by HOBII shall discharge the debt. Payments made by the Client to Employees - under any title whatsoever - or the provision of advances to Employees are non-binding on HOBII and can never serve as a basis for set-off or repayment for any reason.

4.3. If the Client has objections to the received invoice, the Client must notify HOBIIJ of these objections in writing within 7 calendar days from the date of the invoice, failing which the accuracy of the invoice shall be deemed established. The burden of proof regarding timely submission of the objection rests with the Client.

4.4. The Client is never entitled to suspend its obligations towards HOBIIJ and/or set them off against its own claim on HOBIIJ. Objections to the amount of an invoice or to the Services provided do not grant the Client the authority to suspend or set off payment. If a dispute arises between the Client and HOBIIJ regarding the amount of the invoice, the Client shall pay the portion of the invoice that is not in dispute within the agreed payment term. The remainder shall be paid by the Client as soon as possible after the dispute is resolved.

4.5. If the Client fails to pay the invoice within the payment term, the Client shall be in default by operation of law, without any prior notice of default being required. From the date of default, the Client shall owe contractual interest of 1.5% per month or part thereof on the amount due, unless the statutory commercial interest is higher, in which case the statutory commercial interest applies. Interest on the amount due shall be calculated from the moment the Client is in default until full payment of the entire amount due.

4.6. All costs, both judicial and extrajudicial, incurred by HOBIIJ to enforce its rights, shall be borne entirely by the Client. The compensation for extrajudicial costs is fixed at 25% of the principal amount due if it is less than €1,500, at 20% if the principal amount due is more than €1,500 but less than €3,500, and at 15% if the principal amount due is more than €3,500 (including interest and VAT) - unless HOBIIJ can demonstrate that it has incurred higher costs - with a minimum of €500 per claim. This compensation shall become due and payable by the Client as soon as the Client is in default, without any further proof being required.

4.7. The duplicate or copy of the invoice sent by HOBIIJ shall be considered as full proof of the liability for interest and the day on which the interest calculation commences.

4.8. Unless otherwise indicated by HOBIIJ, payments made by the Client shall always first be allocated to the due costs and interest (in that order), and then to the principal sums and current interest, with older claims taking precedence over newer ones, regardless of whether the Client specifies a different order for the allocation of the payment. HOBIIJ may refuse full payment of the principal sum if the accrued and current interest and collection costs are not also paid.

4.9. If HOBIIJ deems it necessary, and in any case if the Client defaults on any payment obligation for any reason whatsoever, HOBIIJ is entitled, after entering into an Agreement, to deviate from the agreed payment arrangement and to demand payment in advance or to request security for the Client's payment obligations. Upon HOBIIJ's first request, the Client must comply with this.

4.10. If the Agreement is concluded with more than one Client, all Clients shall be jointly and severally liable for the performance of the payment obligations under the Agreement (irrespective of the name on the invoice).

4.11. If the Client fails to fulfill its (payment) obligations or fails to comply with a request from HOBIIJ as referred to in clause 9 of this article, HOBIIJ is authorized to:

a) entirely or partially terminate the Agreement with the Client without requiring prior notice of default. In this case, if HOBIIJ incurs costs or suffers damages as a result of the Client's non-payment, the Client shall be liable for the damages and costs and must reimburse them, or

b) entirely or partially suspend its obligations towards the Client under the Agreement.

4.12. In the event of termination, cancellation, or suspension of the Agreement, HOBIIJ shall never be obliged to pay any form of compensation to the Client, unless there are facts and circumstances underlying the termination, cancellation, or suspension that can be attributed to HOBIIJ.

Article 5. Fear of Non-Performance

5.1. If circumstances come to the attention of HOBIIJ after the conclusion of the Agreement that give reasonable grounds to fear that the Client will not, not correctly, and/or not timely fulfill any of the obligations, including but not limited to cases of bankruptcy or suspension of payments or when an application for any of these measures is pending against the Client, or in case a decision for dissolution or merger of the Client has been made, or if conservatory or executive attachment is or will be placed on any part of the Client's assets, or if the Client fails to fulfill any payment obligation towards HOBIIJ, all payment

obligations of the Client towards HOBII from any cause whatsoever become immediately and fully due and payable. HOBII is entitled to demand immediate payment of these due and payable claims or to request security for these due and payable claims.

5.2. HOBII is - in the event of the situation described in clause 1 - entitled to suspend the performance of its obligations towards the Client until payment and/or provision of security for all payment obligations has been made. If HOBII takes such action, it is in no way obligated to compensate for any damages and costs arising thereby on the part of the Client.

5.3. The Client is liable for all damages resulting therefrom on the part of HOBII.

Artikel 6. Aansprakelijkheid

6.1. If it is legally determined or otherwise established that HOBII may be liable to the Client for damage suffered in connection with the Agreement, or on the grounds of tort, or on any other grounds, then this liability, including any payment obligation based on article 6:230 BW and/or article 6:271 BW, is at all times limited in its entirety to what is regulated in this provision:

a) HOBII is never liable for damage caused by HOBII relying on incorrect data/files/tools and information provided by or on behalf of the Client;

b) HOBII is never liable for consequential damage suffered by the Client, loss of profit, lost revenue, missed savings, damage due to business and other types of stagnation;

c) the liability of HOBII, including any payment obligation under an unwinding obligation and any payment obligation under article 6:230 BW, towards the Client is at all times limited to the amount paid out by HOBII's liability insurance in the given case;

d) in the event that HOBII's liability insurance - for whatever reason - does not pay out, the liability of HOBII, including any payment obligation based on article 6:230 BW and/or article 6:271 BW,

- based on a specific Agreement is limited to the amount of the three most recent invoices paid by the Client under this Agreement together;

- based on other grounds is limited to an amount of € 5,000 per claim; whereby it applies that the total liability of HOBII is at all times limited to a maximum amount of € 10,000 per year, regardless of the basis of liability and the number of damaging events.

6.2. These limitations do not apply in the case of intent or deliberate recklessness by HOBII and/or its Employees and/or Workers.

6.3. All subordinates of HOBII may invoke the above provisions against the Client and, if necessary, against third parties on an equal footing with HOBII.

6.4. Damage for which HOBII can be held liable must be reported to HOBII in writing as soon as possible but no later than within 14 calendar days after its occurrence, on pain of forfeiture of the right to compensation for this damage. This period does not apply if the Client can demonstrate that the damage could not have been reported earlier for valid reasons. Regardless of the time at which the damage is reported, the associated liability claim expires within 12 months after the Client became aware of the damaging fact or could reasonably have become aware of it.

Article 7. Confidentiality

7.1. HOBII and the Client shall not disclose confidential information of or about the other Party, its activities, and relationships, which has come to their knowledge pursuant to the Agreement, to third parties, unless - and only to the extent that - disclosure of such information is necessary to properly execute the Agreement or there is a legal obligation to disclose it.

7.2. Upon the request of the Client, HOBII shall obligate the Worker to maintain confidentiality regarding all matters he becomes aware of or learns in the course of performing the work, unless there is a legal obligation for the Worker to disclose it.

7.3. The Client is free to directly require the Worker to maintain confidentiality. The Client informs HOBII of its intention to do so and provides HOBII with a copy of the declaration/agreement made in this regard.

7.4. HOBII shall not be liable for any fine, penalty, or potential damages incurred by the Client as a result of the Worker's breach of the confidentiality obligation.

Article 8. Applicable Law and Choice of Forum

8.1. Dutch law shall apply to these General Terms and Conditions and the Agreement(s).

8.2. Any disputes arising out of or relating to a legal relationship between HOBII and the Client shall be exclusively settled in the first instance by the competent court of the Oost-Brabant District Court, located in 's-Hertogenbosch, unless mandatory legal provisions prevent this. Nevertheless, HOBII reserves the right to submit the dispute to the court competent according to the law at any time.

PART B: RECRUITMENT & SELECTION

Article 9. Recruitment & Selection

9.1. Upon receiving an assignment from the Client, HOBII will make reasonable efforts to promptly search for and approach suitable Candidates for a position with the Client.

9.2. The Client shall provide timely all data reasonably required by HOBII to fulfill the assignment, such as an accurate job description, required and desired qualifications, salary, working hours, duration of the assignment, tasks, workplace, and intended duration of the assignment.

9.3. To prevent unlawful discrimination, especially based on religion, belief, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age, or any other grounds, the Client shall not impose non-job-related requirements when providing information about the job assignment, nor shall HOBII take them into account.

9.4. The Client shall independently decide whether to offer an employment contract to a Candidate selected by HOBII. It is noted that no unlawful discrimination may be made, especially based on religion, belief, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age, or any other grounds.

9.5. Each Recruitment & Selection Agreement terminates automatically when the Client indicates its intention to enter into an employment relationship with a Candidate.

Article 10. Fee

10.1. The fee to be paid by the Client to HOBII for Recruitment & Selection is determined in the Agreement and is payable by the Client from the moment they enter into an employment contract with the Candidate, regardless of the duration and terms of that employment contract, or if the Client hires this Candidate through a third party. If the Agreement does not specify a fee, the fee shall be equal to 12.96 times the gross monthly salary including allowances of the respective Candidate at the Client's company, multiplied by 21%.

10.2. The Client shall owe 15% of the placement fee if HOBII has introduced a Candidate with whom the Client initially intended to enter into an employment contract, but this contract fails in the final stage due to the Client and the Candidate failing to reach agreement on the employment conditions.

10.3. Any travel and accommodation costs of the Candidate will be reimbursed by HOBII to the Candidate and charged to the Client. The Client is obligated to settle these costs with HOBII.

Article 11. Liability

11.1. The Client is responsible for both the decision to enter into an employment contract with a Candidate selected by HOBII (whether directly or through a third party) and for the content of that contract. Therefore, HOBII is not liable in any way for damage, in the broadest sense, that is directly or indirectly caused by the Candidate provided by HOBII.

11.2. HOBII will make efforts to timely offer a potentially suitable Candidate. HOBII is not in default towards the Client and is not obliged to compensate any damage or costs to the Client if, for any reason, HOBII cannot offer a Candidate or does so untimely.

11.3. HOBII is not liable if a proposed Candidate:

- for any reason, cannot be made available to the Client as an Employee; or
- does not wish to enter into an employment relationship with the Client or prematurely terminates an established employment relationship.

11.4. HOBII is not liable for any damage if Candidates do not meet the requirements and expectations set by the Client, unless there is intent or gross negligence on the part of HOBII. Any liability of HOBII is limited to what is stipulated in Article 6 of the General Terms and Conditions.

Article 12. Entering into an Employment Relationship

12.1. For the purposes of this article, entering into an employment relationship with a Candidate is understood as:

- entering into an employment contract, a contract for services, and/or a contract for assignment by the Client with a Candidate;
- making the relevant Candidate available by a third party (for example, another staffing agency);
- entering into an employment relationship by the Candidate with a third party, where the Client and that third party are connected in a group (as referred to in Article 2:24b of the Civil Code) or where the third party is a subsidiary of another (as referred to in Article 2:24a of the Civil Code).

12.2. If the Client enters into an employment relationship with a Candidate proposed by HOBII, the Client is liable to pay a fee equal to the fee that HOBII would have charged the Client for Recruitment & Selection (as referred to in Article 10.1).

Article 13. Duration & Termination of the Agreement and Provision of Services

13.1. An Agreement is entered into for a fixed or indefinite period. An Agreement for a fixed period is the Agreement entered into:

- either for a fixed term;
- or for a determinable period;
- or for a determinable period that does not exceed a fixed term.

13.2. The Agreement for a fixed period shall terminate automatically upon the expiry of the agreed time or upon the occurrence of a pre-determined objectively determinable event.

13.3. The Client is obliged to inform HOBII in writing no later than six weeks before the Agreement expires whether it wishes to enter into a new Agreement. In the absence of timely written notification thereof, the Agreement for a fixed period shall be extended for the same duration and under the same conditions as agreed upon.

13.4. Early termination of the Agreement for a fixed period is not possible unless agreed otherwise in writing. If an early termination option has been agreed upon, termination shall be in writing with a notice period of 2 months.

13.5. An Agreement for an indefinite period shall terminate upon written notice with a notice period of 1 month.

13.6. Each Agreement shall terminate immediately upon termination notice if one of the Parties terminates the Agreement because:

- the other Party is in default; or
- the other Party ceases its operations, enters into a settlement with all its creditors, is dissolved, is in liquidation and/or ceases its activities; or
- the other Party is declared bankrupt or applies for a suspension of payments.

13.7. If HOBII terminates due to any of these grounds, the behavior of the Client, which the termination is based on, implies the Client's request to terminate the Provision of Services. This does not lead to any

liability of HOBII for the damages suffered by the Client as a result. As a result of termination, all claims of HOBII shall become immediately due and payable.

13.8. The end of the Agreement signifies the end of the Provision of Services. Termination of the Agreement by the Client implies the Client's request to HOBII to terminate the ongoing Provision of Services on the date the Agreement is validly terminated, or against which the Agreement is validly terminated.

13.9. If the temporary employment clause is validly included in the employee's employment contract, the Provision of Services for the employee ends at the request of the Client when the employee reports that he is unable to work due to illness. To the extent necessary, the Client is deemed to have made this request. The Client shall confirm this request to HOBII in writing upon request. The end of the Provision of Services explicitly does not mean the end of the Agreement.

13.10. The Provision of Services shall terminate automatically if and when HOBII is no longer able to provide the Employee because the employee's employment contract has ended and this employment contract is not continued consecutively for the same Client. In this case, HOBII does not fail attributable to the Client and is also not liable for any damages suffered by the Client as a result.

13.11. The preceding articles do not affect the right to invoke Article 6:265 of the Dutch Civil Code. In the event of termination of an Agreement, any amounts already paid under the Agreement cannot be reclaimed as an undoing obligation.

13.12. Termination of an Agreement shall not affect any other Agreements between HOBII and the Client.

Article 14. Client's Information Obligation

14.1. The Client acknowledges that the proper execution of the Agreement by HOBII generally depends on the correct and timely provision of documents and data by the Client, especially regarding the determination of the Hirer's Remuneration Information ("BRI") as well as information about the Worker's employment history with the Client. To ensure the execution of the Agreement proceeds according to schedule as much as possible, the Client shall therefore timely provide all necessary items to HOBII and perform all actions necessary for HOBII to execute the Agreement, or which the Client reasonably should understand are necessary for the execution of the Agreement, including – but not limited to – all information that may affect the Services.

14.2. Upon entering into the Agreement, the Client shall inform HOBII of any company closures and collectively mandated days off during the term of the Agreement, so that HOBII can include this circumstance, if possible, in the employment contract with the Worker. If an intention to establish a company closure and/or collectively mandated days off becomes known after the Agreement is entered into, the Client shall immediately inform HOBII upon becoming aware of it. If the Client fails to timely inform HOBII, the Client shall be obligated to pay HOBII the Client's rate in full during the duration of the company closure for the number of hours and overtime per period stipulated under the Agreement and General Terms and Conditions.

14.3. The Client is responsible for the accuracy, completeness, reliability, soundness, and lawfulness of the actions performed on behalf of or by the Client and the data provided to HOBII. The Client also warrants that it has provided or performed all essential items and actions as referred to in paragraph 1 of this article for the setup and execution of the Agreement.

14.4. The Client acknowledges that the agreements between it and HOBII (and the execution of the Services) are based on the assumption that a regular temporary employment agreement exists between the Worker(s) and HOBII within the meaning of article 7:691 of the Dutch Civil Code, which is not a payroll agreement within the meaning of article 7:692 of the Dutch Civil Code. If it turns out that, due to incorrect or incomplete information from the Client, there is nevertheless a payroll agreement within the meaning of article 7:692 of the Dutch Civil Code between HOBII and the Worker(s), the Client shall be liable for – and indemnifies HOBII against – all (direct and indirect) damages (including but not limited to owed wages, premiums, taxes, and all costs including actual legal costs) suffered by HOBII as a result of this (re)qualification. This damage shall be retroactively recovered from the Client. Additionally, the Hirer's Rate shall be adjusted accordingly (retroactively), meaning in compliance with all (cost-increasing) rules applicable to the payroll agreement.

14.5. All information relevant to the qualification of the employment contract must be reported in writing to HOBII by the Client before HOBII enters into an employment contract with the Worker. The Client shall be liable for all costs (including legal costs) and damages suffered by HOBII due to the Client's failure or incomplete fulfillment of the aforementioned information obligation.

14.6. The Client shall promptly inform HOBII and, in any case, immediately upon becoming aware of changes in the Hirer's Remuneration and established initial salary increases.

14.7. The execution of the Agreement shall not commence until the Client has fulfilled the aforementioned information obligation and/or delivery obligation. If the data required for the execution of the Agreement is not provided to HOBII in a timely manner, or the necessary actions are not performed in a timely manner, HOBII has the right to suspend the execution of the Agreement until all data is provided or actions are performed by the Client, or HOBII has the right to perform actions that ensure HOBII has the aforementioned necessities for the execution of the Agreement, with the costs incurred by HOBII being borne by the Client.

14.8. If the Agreement cannot be executed within the agreed term due to the necessary data not being provided to HOBII in a timely manner, HOBII has the right to terminate the Agreement immediately, without being obliged to compensate any damages to the Client. The additional hours and/or costs incurred by HOBII, as well as any other damages suffered or that would arise from the Client's failure to comply with the information obligation specified in this article, shall be borne by the Client according to the prevailing rates at that time.

14.9. The Client is liable for – and indemnifies HOBII against – damages suffered by HOBII, the Worker, and/or the Client as a result of incorrect application of the Hirer's Remuneration, if the Hirer's Remuneration is determined based on data provided incorrectly or incompletely by the Client to HOBII.

Article 15. Work Procedure

15.1. Prior to commencement of the Agreement and/or Provision of Services and thereafter twice a year, the Client shall provide HOBII with information containing an accurate description of the job, job requirements, working hours, duration of employment, duties, workplace, working conditions, and the intended duration of the Provision of Services. Furthermore, the Client is obliged to return the registration form and/or Collective Labor Agreement survey form of HOBII ("BRI form") duly completed to HOBII.

15.2. Based on the information provided by the Client and the qualifications, knowledge, and skills known to HOBII regarding the eligible (candidate) Workers, HOBII determines which (candidate) Worker(s) to propose to the Client for the execution of the Agreement. The Client is entitled to reject the proposed (candidate) Worker, thereby canceling the Provision of Services by the proposed (candidate) Worker.

15.3. If and when the Client informs HOBII of the days and times the Worker is called to work, and these days and/or times are changed, the Client is obliged to immediately inform HOBII of these changes. Additionally, the obligations as outlined in the article "Special Minimum Payment Obligations" apply.

15.4. If a Worker is provided to the Client with an employment contract that cannot be classified as an on-call agreement (within the meaning of article 7:628a of the Dutch Civil Code), that Worker has priority in the Client's scheduling over a Worker who does have an on-call agreement.

15.5. To prevent unlawful discrimination, especially on the basis of religion, belief, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age, or any other ground, non-job-related requirements shall not be imposed by the Client when providing information regarding the work to be assigned, and neither shall HOBII take them into account.

15.6. HOBII does not fail in its obligations to the Client and is not obligated to compensate for any damages if the contacts between the Client and HOBII preceding a potential Agreement, including a specific request from the Client to provide a Worker, for any reason, do not lead to the actual Provision of Services by a Worker within the desired timeframe specified by the Client.

15.7. HOBII is not liable for damages resulting from the deployment of Workers who do not meet the requirements set by the Client, unless the Client submits a Written complaint to HOBII regarding this matter within a reasonable period after the start of the Provision of Services and provides evidence that there is intent or conscious recklessness on the part of HOBII in the selection process.

Article 16. Job Description & Remuneration

16.1. The remuneration of the Worker, including any allowances and expense reimbursements, is determined in accordance with the Collective Labor Agreement (including provisions regarding the Inlenersbeloning) and the applicable laws and regulations, based on the information provided by the Client to HOBII regarding the job, working hours, duration, and job description.

16.2. If it becomes apparent at any time that the job description and the corresponding classification do not match the actual job performed by the Worker, the Client shall promptly provide HOBII with the correct job description and classification. The remuneration of the Worker will be redefined based on the new job description. The job description, classification, and remuneration may be adjusted during the Agreement if the Worker reasonably claims such adjustment based on laws, regulations, the Collective Labor Agreement, and/or the Inlenersbeloning. If the adjustment results in higher remuneration, HOBII will adjust both the Worker's remuneration and the Client's rate accordingly. The Client shall pay this adjusted rate from the moment when HOBII owes the higher compensation to the Worker.

16.3. The Client shall inform HOBII promptly and in any case immediately upon becoming aware of changes in the Inlenersbeloning and established initial wage increases. All elements of the Inlenersbeloning (as specified in Article 1 of the General Terms and Conditions and the Collective Labor Agreement) will be passed on to the Client.

Article 17. Client Rate

17.1. The compensation owed by the Client to HOBII is calculated by multiplying the agreed Client rate by the hours worked by the Worker or (if higher) by the hours to which HOBII is entitled under the Agreement and/or the General Terms and Conditions. Hours are rounded up to the nearest quarter-hour. Any waiting time during which the Worker is required to be available is considered as worked time. The Client rate is also multiplied by the allowances (including but not limited to overtime, holidays, and irregularity allowances) and increased by the expense reimbursements to which the Worker is entitled. VAT is charged on the total compensation payable by the Client to HOBII.

17.2. Unless otherwise agreed in writing, the compensation payable by the Client to HOBII is increased by the severance pay and/or compensation for failure to (fully) observe the notice period owed to the Worker, to the extent the Worker is entitled to such compensation under Articles 7:673 and 7:668 of the Dutch Civil Code, respectively. These compensations will be passed on by HOBII directly to the respective Client.

17.3. If at any time the Inlenersbeloning must be applied or increased, HOBII will reestablish the remuneration of the Worker and the Client rate based on the information provided by the Client regarding job classification and the Inlenersbeloning. All elements of the Inlenersbeloning applicable to the Client will be included in the remuneration and the Client rate.

17.4. In addition to the case referred to in clause 3, HOBII is also entitled to adjust the Client rate during the term of the Agreement if the costs of temporary employment increase:

- due to changes in the Collective

Agreement or the wages regulated therein (including elements of the Inlenersbeloning) or changes in the applicable collective labor agreement and/or employment conditions regulation or the wages regulated therein at the Client;

- due to changes in or resulting from laws and regulations, including changes in or resulting from social and fiscal laws and regulations, the Collective Agreement, or any binding regulations;
- due to a (periodic) wage increase and/or a (one-time) mandatory payment resulting from the Collective Agreement, the applicable collective labor agreement at the Client, and/or laws and regulations;
- due to reclassification of the employment contract between HOBII and the Worker.

17.5. If the Client, contrary to the foregoing, does not agree to pay the adjusted Client rate, this implies the Client's request to terminate the Secondment. However, the Secondment shall only end when the employment contract of the Worker can be lawfully terminated. Until the termination date of the employment contract, the Client is obligated to pay the Client rate.

17.6. Any adjustment of the Client rate shall be promptly communicated by HOBII to the Client and confirmed in writing.

17.7. If, for any reason attributable to the Client, the remuneration and/or the Client rate has been determined too low, HOBII is entitled to retroactively establish the remuneration and the Client rate and adjust the Client rate retroactively accordingly and charge it to the Client. HOBII may also invoice the Client for costs incurred as a result thereof.

Article 18. Invoicing and Time Recording

18.1. The Client shall ensure accurate and complete time recording and shall ensure or cause to ensure that the data of the Worker included therein are correct and truthful, such as: name of the Worker, the number of hours worked, overtime, irregular hours, hours worked under physically demanding conditions and shift hours, the additional hours for which the Client rate is due under the Agreement and the Terms, any allowances, and any actual expenses incurred.

18.2. Unless otherwise agreed in writing, time recording shall be done through an electronic online time registration system, whereby the Worker fills in the hours worked and these need to be approved by the Client. The Client shall ensure that HOBII receives the time recording in a timely manner.

18.3. Regardless of the method of time recording, the Client - unless otherwise agreed - shall provide HOBII with the accurate, complete, and approved time recording as soon as possible, but no later than 12:00 p.m. on the Tuesday following the week worked by the Worker. If the draft time recording is provided to the Client later than the aforementioned time due to reasons not attributable to the Client by the Worker, then the Client shall ensure that the time recording is promptly reviewed, corrected and/or approved, and provided to HOBII immediately after it is made available to him.

18.4. HOBII invoices at least based on the number of hours agreed upon in the Agreement that the Worker is made available to the Client.

18.5. If the time recording indicates that the Worker has been made available to the Client for more hours than agreed upon in the Agreement, these hours will be invoiced to the Client in the first invoice.

Article 19. Special Minimum Payment Obligations

19.1. Without prejudice to the other obligations of the Client towards HOBII, the Client is obligated to pay HOBII at least the Client rate calculated over three hours worked if:

- the Worker reports to the agreed time and place to perform the temporary work but is not allowed to commence the temporary work by the Client, or:
- the Client allows the Worker to perform the temporary work for less than three hours.

19.2. Furthermore, the Client is obligated to pay the full Inlenerstarief for the period during which a Worker is entitled to wages in accordance with Article 7:628a section 3 of the Civil Code if the call is revoked or modified by the Client.

Article 20. Employee Acquisition

20.1. For the purposes of this article, entering into an employment relationship with an Employee is understood as:

- entering into an employment contract, a contract for services, and/or a contract for assignment by the Client with an Employee;
- having the relevant Employee made available by a third party (for example, another temporary employment agency);
- entering into an employment relationship by the Employee with a third party, where the Client and that third party are connected in a group (as referred to in Article 2:24b of the Civil Code) or where a subsidiary is of another (as referred to in Article 2:24a of the Civil Code).

20.2. For the purposes of this article, Employee also means:

- the (prospective) Employee registered with HOBII;
- the (prospective) Employee proposed to the Client;
- the Employee whose Assignment has ended before entering into the employment relationship with the Client.

20.3. The Client is only entitled to enter into an employment relationship with an Employee if and to the extent that the provisions of this article are complied with.

20.4. The Client shall not enter into an employment relationship with the Employee if and to the extent that the employment contract of the Employee with HOBII has not validly ended, and if and to the extent that the Client cannot validly terminate or has terminated the Agreement with HOBII.

20.5. The Client shall inform HOBII in writing of its intention to enter into an employment relationship with the Employee before executing that intention. The Agreement will be terminated by the Client in accordance with these General Terms and Conditions.

20.6. If an Employee proposed to the (potential) Client through HOBII is directly or indirectly engaged by that (potential) Client for the same or a different position before the Assignment is established, this Client shall owe HOBII a fee equal to 25% of the Client rate that HOBII would have charged for the Employee's work for a period of 1040 hours. This fee is always owed by the Client if the Client initially came into contact with the Employee through HOBII.

20.7. If the Client directly or indirectly enters into an employment relationship with an Employee who is made available to it based on a Fixed-term or Indefinite-term Agreement, before the Employee has worked 1040 paid hours for the Client, the Client owes HOBII a fee of 25% of the last applicable Client rate over 1040 hours minus the hours already paid by the Client for the Employee based on the Agreement.

20.8. If the Client enters into an employment relationship with the Employee within six (6) months after the end of the Assignment (regardless of whether it was based on a Fixed-term or Indefinite-term Agreement), the Client owes a fee of 25% of the Client rate that would have applied to the relevant Employee for a period of 1040 paid hours minus the hours already paid by the Client for the Employee based on the terminated Agreement. This applies both if the Client has approached the Employee directly or through third parties, and if the Employee has applied to the Client directly or through third parties.

Article 21. Client's Verification and Record-Keeping Obligation

21.1. The Client is obligated to verify the identity of the Worker at the start of the Assignment using an original identity document indicating the nationality of the Worker. This identity document must be carefully checked for authenticity and validity.

21.2. The Client treats the personal data of the Worker obtained in the context of the Assignment as confidential and processes it in accordance with the provisions of the applicable privacy and regulatory requirements.

21.3. The Client to whom a foreign national within the meaning of the Foreign Nationals Employment Act is made available by HOBII expressly acknowledges familiarity with Article 15 of this act, which includes, among other things, that the Client, at the start of employment by a foreign national, must receive a copy of the document referred to in Article 1 of the Identification Duty Act from the foreign national. The Client is responsible for carefully verifying the aforementioned document, establishing the identity of the foreign national based on it, and keeping a copy of the document in its records. HOBII is not responsible or liable for any fines imposed on the Client under the Foreign Nationals Employment Act.

21.4. The Client expressly acknowledges familiarity with the applicable laws and regulations regarding the processing of personal data. The Client will use the personal data obtained through HOBII only for the purpose for which they were obtained, will not retain them longer than allowed by law and regulations, and will ensure the adequate security of this personal data.

21.5. HOBII is not liable for fines or claims imposed on the Client due to the Client's failure to fulfill its obligations as stated in this article.

21.6. The Client will indemnify HOBII at all times against fines imposed on and claims against HOBII for the Client's failure to fulfill the obligations mentioned in this article.

Article 22. Working Hours and Schedule

22.1. The extent of work and the working hours of the Worker at the Client's premises are agreed upon prior to the Assignment. The working hours, duration of work, and rest periods of the Worker are in accordance with the customary times and hours at the Client's premises, unless otherwise agreed upon. The Client ensures that the working hours and the rest and work schedules of the Worker comply with legal requirements. The Client ensures that the Worker does not exceed legally permissible working hours and the agreed-upon extent of work.

22.2. Vacation and leave for the Worker are regulated in accordance with the law and the Collective Labor Agreement (CBA).

Article 23. Working Conditions

23.1. The Client acknowledges that it is considered an employer under the Working Conditions Act.

23.2. The Client is responsible to the Worker and HOBII for complying with the obligations arising from Article 7:658 of the Civil Code, the Working Conditions Act, and related regulations concerning workplace safety and good working conditions in general.

23.3. The Client is obliged to provide the Worker and HOBII with written information in a timely manner, at least one working day before the start of work, about the required professional qualifications and specific characteristics of the workplace.

23.4. The Client provides active information to the Worker regarding the Risk Inventory and Evaluation (RIE) used within its company.

23.5. If the Worker experiences a work-related accident or occupational disease, the Client, if legally required, immediately notifies the competent authorities and ensures that a written report is promptly prepared. The report accurately documents the circumstances of the accident to determine, with reasonable certainty, whether and to what extent the accident resulted from inadequate preventive measures. The Client informs HOBII of the work-related accident or occupational disease as soon as possible and provides a copy of the prepared report.

23.6. The Client will reimburse the Worker – and indemnify HOBII against – all damages (including costs, including actual legal costs) suffered by the Worker in the course of performing their duties, if and to the extent that the Client and/or HOBII are liable under Article 7:658 and/or Article 7:611 and/or Article 6:162 of the Civil Code.

23.7. If the work-related accident results in the death of the Worker, the Client is obliged to compensate damages (including costs, including actual legal costs) in accordance with Article 6:108 of the Civil Code to the persons mentioned in that article and indemnify HOBII against all damages (including costs, including actual legal costs) for which it is held liable.

23.8. HOBII is not liable to the Client for obligations incurred by Workers with or for third parties, whether or not with the Client's or third parties' consent.

23.9. The Client indemnifies HOBII against any liability (including costs, including actual legal costs) of HOBII as an employer of the Worker – directly or indirectly – concerning the damages, losses, and obligations referred to in paragraphs 5, 6, and 7 of this article.

23.10. The Client will adequately insure against liability under the provisions of this article. Upon first request by HOBII, the Client provides proof of insurance to HOBII.

Article 24. Proper Supervision and Management

24.1. The Client shall, regarding the Worker's supervision, management, and execution of work, behave with the same level of care as required towards its own employees.

24.2. Unless expressly authorized by HOBII, the Client is not permitted to "sub-lend" the Worker to a third party; that is, to provide the Worker for the performance of work under the supervision or management of such third party. Sub-lending also includes providing the Worker to a legal entity with which the Client is affiliated within a group (concern).

24.3. The Client may only deploy the Worker in deviation from the provisions of the Agreement and General Terms and Conditions if HOBII and the Worker have expressly agreed to it in writing beforehand.

24.4. Deployment of the Worker abroad by a Client established in the Netherlands is only possible for a specific period, under the conditions that the Client has organized supervision and management, and if the deployment has been agreed upon in writing with HOBII and the Worker.

24.5. The Client shall compensate the Worker for any damage incurred due to the destruction or damage of a property owned by the Worker and used within the scope of the assigned tasks.

24.6. The Client shall, to the extent possible, adequately insure against liability arising from the provisions of this article. Upon request by HOBII, the Client shall provide proof of insurance to HOBII.

Article 25. Goods to Worker

25.1. Without prior written consent from HOBII, the Client is not allowed to provide goods to the Worker that may be used for personal purposes by the Worker, including but not limited to a (leased) car, laptop, or phone. HOBII may impose additional conditions on such consent, and the Client is obligated to comply with these conditions.

25.2. If the Client violates the provisions of paragraph 1 of this article, the Client shall compensate HOBII for any resulting damages suffered by HOBII. The Client indemnifies HOBII accordingly.

Article 26. Substitution and Availability

26.1. Workers are not exclusively made available to the Client. HOBII is entitled to propose to the Client the substitution of a provided Worker with another Worker, while continuing the Agreement, for reasons such as company policy or personnel policy of HOBII, job preservation, or compliance with applicable laws and regulations, especially the relevant collective labor agreement and dismissal rules and guidelines. The Client shall only reject such a proposal on reasonable grounds. Upon request, the Client shall provide a written explanation for any rejection.

26.2. HOBII shall not be in default towards the Client and shall not be obliged to compensate the Client for any damages or costs if, for any reason whatsoever, HOBII cannot (any longer) provide a (replacement) Worker to the Client as agreed in the Agreement or subsequently.

Article 27. Right of Suspension

27.1. If, due to circumstances beyond the control and risk sphere of HOBII, HOBII is temporarily prevented from fulfilling its obligations, HOBII is authorized to suspend the execution of the agreement for the duration of the hindrance. Any payment securities provided by or on behalf of the Client shall be extended accordingly.

27.2. If, due to circumstances as referred to in paragraph 1 above, HOBII is permanently prevented from fulfilling its obligations, each Party is entitled to wholly or partially dissolve the Agreement. Circumstances referred to herein include, but are not limited to, war, the threat of war, riot, civil commotion, fire, water damage, flooding, strikes, occupation of premises, lockout, import and export restrictions, government measures, machinery breakdown, energy supply disruptions, and business interruptions.

Article 28. Prohibited Discrimination and Treatment of Worker

28.1. The Client and HOBII shall not engage in prohibited discrimination based on religion, beliefs, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age, or any other grounds. The Client and HOBII shall only impose or consider requirements relevant to the function when providing or executing the Agreement and when selecting and treating the Workers.

28.2. The Client is aware of the Whistleblowers Act and ensures that the Worker has access to the whistleblower scheme on equal terms as its own staff, if the Client has such a scheme or is subject to it.

28.3. If the Client has a complaints procedure regarding the treatment of employees, the Client shall ensure that the Worker has equal access to this complaints procedure as its own staff. This only applies to complaints not related to HOBII's employment, to the extent no other legal obligations exist.

Article 29. Participation Rights

29.1. The Client shall allow the Worker, who is a member of the works council of HOBII or the works council of the Client, to exercise these participation rights in accordance with laws and regulations.

29.2. If the Worker exercises participation rights in the Client's company, the Client shall also pay the Client rate for the hours during which the Worker performs activities or attends training during working hours related to exercising participation rights.

29.3. The Client is aware of its information obligations under the Works Councils Act (WOR) regarding the (expected) deployment of Workers in its company. If and to the extent the Client wishes to rely on data provided or to be provided by HOBII to fulfill these information obligations, the provision of data shall not exceed what is required by the WOR.

Article 30. Obligations Regarding the Allocation of Personnel by Intermediaries Act

30.1. The Client expressly acknowledges the obligations arising from the Allocation of Personnel by Intermediaries Act, including but not limited to:

- Article 8b of the Allocation of Personnel by Intermediaries Act: The Client ensures that Workers have equal access to company facilities or services in its business, especially canteens, childcare, and transportation facilities, as employees working in equivalent or comparable positions within its business, unless differential treatment is objectively justified;
- Article 8c of the Allocation of Personnel by Intermediaries Act: The Client ensures that vacancies arising within its business are timely and clearly communicated to the Workers, so that they have the same opportunities for an indefinite employment contract as the Client's employees;
- Article 10 of the Allocation of Personnel by Intermediaries Act: The Client shall timely and fully inform HOBII about the intention to commence, continue, or terminate collectively organized or unorganized actions by unions, including but not limited to strikes, lockouts, or occupations. The Client shall explicitly refrain from issuing instructions to the Worker during supervision and management that would violate Article 10 Waadi.
- Article 12a of the Allocation of Personnel by Intermediaries Act: The Client shall provide written or electronic information about the applicable employment conditions before the start of the Provision.

Article 31. Obligations and Liability of the Client

31.1. During the term of the Agreement, the Client shall be liable for damages suffered by HOBII, the Worker, the Client, and/or third parties as a result of the actions and/or omissions of the Worker. The Client indemnifies HOBII against any liability (including costs, including the actual costs of legal assistance) – direct, indirect, or under article 6:170 BW – arising from the damages and/or losses referred to in this paragraph.

31.2. The Client shall adequately insure against the liabilities determined