



General Terms & Conditions Jefferson Wells

Valid since January 2023



Jefferson
Wells™

ManpowerGroup

This document contains the text of the General Terms and Conditions applicable to all requests, offers, assignments and agreements between Jefferson Wells B.V. and its clients for the types of service set out below (the General Provisions apply to all services).

Table of Content

General Provisions 3

A. Recruitment and selection - employed directly by you 4

B. Recruitment and selection - transfer following an agreed period 7

C. Interim assignments - Jefferson Wells Interim Professional (JIP) temporary work 15

D. Interim assignments - intermediation service for Independent Professionals (IP)..... 24

E. Knowledge Centre - Training courses 30

General Provisions

1 Discrimination

To prevent any discrimination, in particular regarding religion, personal beliefs, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any other grounds, requirements that are not strictly related to the position must in no circumstances be set or considered when providing an assignment.

2 Choice of jurisdiction and disputes

The relationship between the client and Jefferson Wells is fully governed by the laws of the Netherlands. The applicability of any terms and conditions used by the client is expressly excluded at all times, except in case of any variations explicitly agreed in writing. In the event of any disputes, either party is entitled to refer the matter to a competent civil court if no mutual settlement can be reached. The Court of Amsterdam is authorized to deal with all such disputes.

3 Void provisions

If one or more of the provisions of these General Terms and Conditions is void or voided, the assignment and remainder of the General Terms and Conditions will remain in force. Any provisions that are unlawful or not legally enforceable will be replaced with provisions that correspond to the scope of the original provisions as far as possible.

4 Data privacy

Jefferson Wells processes personal data with a justified and specific purpose. The personal data are carefully handled and secured. Jefferson Wells does this in accordance with (privacy) laws and regulations, including the General Data Protection Regulation. The complete privacy notice, including information regarding the right of access to and improvement of personal data, are available via the website of Jefferson Wells.

A. Recruitment and selection - employed directly by you

Article A1: Scope

a. Recruitment and selection for direct employment is an assignment where Jefferson Wells selects one or more suitable candidates for direct employment by the client, and introduces these candidates to the client either orally or in writing. This type of assignment will be successfully completed if and when a candidate introduced to the client by Jefferson Wells is employed by the client.

b. 'Employment' will be taken to include all equivalent forms of actual employment of a candidate introduced by Jefferson Wells (e.g. as contractor, partner, agency staff etc.), whether through a third party or at another branch of the client and/or at a business related to the client's organization or otherwise.

c. A recruitment and selection assignment will also be considered to have been completed successfully if a candidate introduced to the client by Jefferson Wells is employed by the client within twelve months of the introduction - after withdrawal of the assignment or otherwise - or is working for the client or a related business in any way or in any position whatsoever, including through third parties.

d. Unless the client has in advance explicitly stated otherwise in writing, fees will remain payable even if the candidate introduced by Jefferson Wells is known to the client.

Article A2: Fees

a. On successful completion of a recruitment and selection assignment by Jefferson Wells, a fee of 25% of the gross annual salary of the candidate will be charged to the client, exclusive of VAT to be paid on that amount.

b. The gross annual salary includes all employee benefits that the candidate introduced by Jefferson Wells is due to receive from the client. For this purpose, employee benefits will be taken to include: holiday pay, 'thirteenth month' pay, dividends, bonuses and allowances, company car (set at 15% of the list price), expenses and all other compensation that can be quantified as income, allowances, management allowances and benefits.

c. In case of a period of employment shorter than one year and/or part-time employment (working under 40 hours per week), the gross annual salary on which fees are calculated will be based on a full year and a 40- hour working week. If a full working week in the client's employment is demonstrably shorter than 40 hours, fees will be based on the length of the client's full working week, on the understanding that a full working week will never be taken to be less than 36 hours. If the client applies a reduction of working hours scheme or similar arrangement, these reduced hours should be added to the working week on which fees are to be based.

d. In situations as referred to in Article A1b and/or when the gross annual salary is not easily determinable, the parties will agree on a market value of the candidate to be determined by Jefferson Wells.

Article A3: Other costs

Except for fees on successful completion, no costs for the execution of the agreement are payable by the client to Jefferson Wells, unless Jefferson Wells and the client have explicitly agreed otherwise.

Article A4: Duty of disclosure

The client is obliged to provide Jefferson Wells with details of the relevant annual salary (in accordance with Article A2) and the starting date of the candidate selected by Jefferson Wells within 14 (fourteen) days of any request to that effect. If the client does not promptly provide such details or provides insufficient or incorrect details, Jefferson Wells will be entitled to estimate the gross annual salary and starting date, and invoice based on that estimate.

Article A5: Responsibility

As part of its assignment, Jefferson Wells is obliged to make every effort to recruit and select suitable candidates for employment by the client. The client is responsible for the decision to enter into an employment contract with the candidate selected by Jefferson Wells, as well as for the contents of that contract, the reward and employment conditions. Jefferson Wells does not accept any liability for shortcomings of and/or any damage caused by candidates introduced by Jefferson Wells.

Article A6: Confidentiality

The client is not permitted to disclose to third parties any details of a candidate introduced by Jefferson Wells without prior written permission from Jefferson Wells. In case of a breach of the provisions of this Article, a penalty of €25,000 per breach will become payable immediately by the client to Jefferson Wells, without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.

Article A7: Invoicing and payments

- a. Fees will be invoiced to the client 14 (fourteen) days prior to the start of employment of and/or the date on which the candidate selected by Jefferson Wells starts work.
- b. The payment term for any invoices sent by Jefferson Wells is 21 days after the invoice date. The client is not entitled to any offset or suspension of payment. If payment in full is not received within the set term, the client will be in default, without the need for any further notice to that effect.
- c. If the client is in default, a monthly late-payment interest of 2% of the principal sum owed will be payable immediately by the client to Jefferson Wells. Any part of a month will be taken as a full month for this purpose. In addition, extrajudicial debt collection costs of at least 15% of the principal sum, with added contractual interest, will be payable by the client, without prejudice to the client's obligation to compensate Jefferson Wells for the actual judicial or extrajudicial debt collection costs in case these exceed the amount set above.

Article A8: Guarantee

a. If a candidate arranged by Jefferson Wells leaves the client's employment within one month of starting work, Jefferson Wells will, on the condition that the client has met all payment obligations towards Jefferson Wells and on a one-off basis, make every effort to attempt to recruit and select a new candidate for the same position filled by the first candidate and for a similar salary. The procedure as set out in the original assignment confirmation will be restarted to this effect.

b. If the client wishes to exercise this guarantee, it should inform Jefferson Wells in writing within 14 (fourteen) days of the termination of employment of the first candidate. If the client fails to do so, it will no longer be able to call on the provisions of this Article.

c. If Jefferson Wells fails to recruit and select a new candidate for employment by the client within three months of the notice period given in Article A8b, it will reimburse the client for 50% of the fees paid (but not for any other costs). No reimbursement will be made if the client itself (or through a third party) has filled the position vacated by the first candidate during the guarantee period. In case of any reimbursement to the client, Jefferson Wells will send a credit invoice and will pay the amount due within 30 days following that invoice.

d. If a candidate introduced by Jefferson Wells under this guarantee starts employment with the client, or if Jefferson Wells reimburses 50% of its fees, or if the client has filled the position itself (or through any third party) during the guarantee period, Jefferson Wells will no longer be bound by any obligations under this guarantee. Article A9: Assignment termination Recruitment and selection assignments will in all cases end upon successful completion of the assignment. Assignments may also be terminated following withdrawal by Jefferson Wells or the client, or at the end of an agreed term. The termination of an assignment does not affect any obligations of the client towards Jefferson Wells regarding candidates introduced to the client by Jefferson Wells.

Article A9: Assignment termination

Recruitment and selection assignments will in all cases end upon successful completion of the assignment. Assignments may also be terminated following withdrawal by Jefferson Wells or the client, or at the end of an agreed term. The termination of an assignment does not affect any obligations of the client towards Jefferson Wells regarding candidates introduced to the client by Jefferson Wells.

B. Recruitment and selection - transfer following an agreed period

Article B1: Scope

The provisions in this chapter relate to the recruitment and selection by Jefferson Wells of a candidate for the client, where the intention is that the client may choose to take over the candidate as a direct employee free of charge following an agreed period.

Article B2: Definitions

In this chapter, the following terms will have the definitions set out below:

- **Contracting:** the contracting of a candidate as part of an assignment. The candidate will be employed by Jefferson Wells. Work will at all times be carried out under the direction and supervision of the client.
- **Candidate:** includes both any employee that is introduced to the client by Jefferson Wells as part of an assignment, and any employee that is subsequently actually contracted by a client;
- **Client:** the natural or legal person (and its representatives, proxies and successors in title) under whose direction and supervision the candidate is working under the scope of the assignment.
- **Rate:** the rate payable to Jefferson Wells by the client for contracting the candidate, exclusive of surcharges, expenses and VAT. Rates will be calculated hourly unless stated otherwise.

Article B3: Request and selection

a. Prior to the start of the assignment, the client should provide Jefferson Wells with an accurate description of the role and its requirements, working times, amount of hours, tasks, place of employment and employment conditions. Based on the information provided by the client, Jefferson Wells will select one or more candidates, which will be introduced to the client to fulfil the assignment. The client is entitled to decline the candidates introduced.

b. Jefferson Wells has not failed any obligation towards the client and will not be liable for any compensation if, for whatever reason, its efforts do not result in the contracting of a candidate, or do not do so within the term requested by the client.

c. Jefferson Wells is entitled at all times to refuse or return assignments if, at Jefferson Wells' discretion, the client does not prove sufficiently creditworthy. If an assignment is terminated early for this reason, final payment will be based on the actual situation of the assignment. The provisions regarding takeover in these General Terms and Conditions will remain fully applicable in this event.

d. Jefferson Wells accepts no liability for any damage caused by the contracting of a candidate if it becomes apparent that the candidate does not meet the requirements set by the client, unless the client immediately (within 8 days of the start of contracting) files a written complaint regarding the matter with Jefferson Wells, and is able to demonstrate intent or willful carelessness by Jefferson Wells during selection.

Article B4: Duration of assignment

- a. The assignment will be temporary or permanent. Temporary assignments will be for:
- a set period (assignments with a set end date);
 - a limited period (a project-based assignment, where an objectively definable event, such as the completion of the project, terminates the assignment);
 - a limited period that does not exceed a set period (a project with a final end date).
- b. Temporary assignments will end ipso jure upon expiry of the agreed term or upon completion of the objectively definable event agreed in advance. Notice of early termination of both temporary and permanent assignments should be given in writing, subject to a notice period of at least one month.
- c. Jefferson Wells is entitled to suspend the completion of all current assignments between the client and Jefferson Wells, or to terminate these assignments in whole or in part without serving notice of default and without any obligation to compensate for damage, if:
- the client fails to (promptly) fulfil any obligations under the assignment;
 - it becomes apparent that the client will not, not fully and/or not promptly (be able to) fulfil its obligations towards Jefferson Wells;
 - the client is under liquidation, has been declared bankrupt or has applied for suspension of payment. If an assignment is terminated, the obligations of the client towards Jefferson Wells will become due immediately.
- d. An assignment will end ipso jure if and when Jefferson Wells is no longer able to contract the candidate because the employment contract between Jefferson Wells and the candidate has been terminated, and this employment contract is not subsequently continued for the same client. In this event, no failure to meet its obligations towards the client may be attributed to Jefferson Wells, and Jefferson Wells will not accept liability for any damage suffered by the client as a result.
- e. The termination of an assignment does not affect any obligations of the client towards Jefferson Wells regarding candidates introduced to the client by Jefferson Wells.

Article B5: Role and reward

- a. Prior to the start of the assignment, the client should provide a description of the role to be filled by the candidate and the associated pay scales in the client's applicable reward scheme. The candidate's reward, among which any reduced working hours ("ADV"), initial pay increases, benefits, expenses, (one-off) payments, end of year bonuses and periodic pay rises, will be determined in accordance with the applicable equal pay regulation.
- b. The client should inform Jefferson Wells of changes in the reward scheme and set initial pay increases in good time and in any event immediately after they are known. Overtime, shift work, special working times or days (including public holidays) and/or shift hours will be rewarded in accordance with the client's applicable regulations and charged to the client. If it becomes apparent at any time that the role description does not or no longer matches the actual role performed by the candidate, and the associated pay scale has become too low, the client will immediately provide Jefferson Wells with the correct role description and associated pay scale. The candidate's reward will be increased, and fees will be corrected accordingly. The client shall owe Jefferson Wells this corrected fee from the moment that the candidate actually starts the correct role description in question.

Article B6: Working times and hours

The working times and hours of the candidate for the employer will be determined in the assignment confirmation, or agreed otherwise. The candidate's working hours, working times and rest periods will be equal to the regular hours and times of the client, unless explicitly agreed otherwise. It is the responsibility of the client to ensure that the working times and working hours/rest periods of the candidate are compliant with legal requirements. The client should ensure that the candidate does not exceed the legally permitted working hours and the agreed working times.

Article B7: Direction and supervision

a. Work will be carried out under the full responsibility, direction and supervision of the client, unless explicitly agreed otherwise in writing. In exercising direction and supervision, the client should behave towards the candidate with the same duty of care as it is obliged to behave towards its own employees.

b. Unless Jefferson Wells has given written permission, the client is not allowed to hire out the candidate to a third party to perform any work whatsoever. If the candidate is hired out (with permission), the client should in turn agree with its client all relevant obligations in this chapter, in particular those relating to working hours, working conditions, transfer and client liability, without limitation and with equivalent penalty provisions. In this case, the client will have full responsibility toward Jefferson Wells to ensure that these obligations are fulfilled.

c. The client may only employ the candidate for purposes other than those agreed in the assignment and terms and conditions with prior written consent from Jefferson Wells and the candidate. Employing the candidate abroad is also only permitted with written agreement from Jefferson Wells and written consent from the candidate. The client will be responsible for compliance with any foreign legislation on the matter and for all travel and accommodation costs and additional insurance.

Article B8: Working conditions

a. The client acknowledges that it is designated as an employer under the Working Conditions Act. The client is responsible towards the candidate and Jefferson Wells for compliance with all obligations pursuant to Article 7:658 of the Dutch Civil Code, the Working Conditions Act and any related regulations regarding safety at work and proper working conditions in general.

b. The client is obliged to provide information to the candidate and Jefferson Wells promptly (no later than one working day prior to starting work in any case) about the required professional qualifications and the particular specifications of the position to be filled. The client should actively inform the candidate about the Risk Inventory and Evaluation (RI&E) applicable in its business and about all risks and considerations specific to the position and place of work of the candidate.

c. If the candidate suffers an accident at work or a work-related health condition, the client, if legally required to do so, will immediately inform the relevant authorities and ensure that a written report is drawn up without delay. The report should determine the cause of the accident in such a way that it can be established with a reasonable degree of certainty if and to what extent the accident resulted from the fact that insufficient measures were taken to prevent the accident or work-related health condition. The client should inform Jefferson Wells about the accident at work or work-related health condition as soon as possible and provide a copy of the report drawn up.

Article B9: Replacement

- a. Jefferson Wells is entitled at all times to propose to the client that the contracted candidate should be replaced by another candidate for the continuation of the assignment, to comply with the business or personnel policies of Jefferson Wells, to safeguard employment or to comply with the applicable legislation and regulation, in particular the dismissal guidelines of the Dutch Employee Insurance Agency (UvW). The client will only be able to refuse such a proposal on reasonable grounds, and any refusal should be justified in writing if requested.
- b. No failure to meet its obligations towards the client may be attributed to Jefferson Wells and no liability for any damage or costs suffered by the client will be accepted by Jefferson Wells if Jefferson Wells, for whatever reason, is not or no longer able to contract a (replacement) candidate, or not or no longer able to contract such a candidate in the manner and scope agreed under the assignment or at a later stage.
- c. If a candidate becomes unfit for work, Jefferson Wells is not obliged to provide an immediate replacement. If the candidate remains unfit for work for longer than two months or it becomes apparent that this will be the case, Jefferson Wells and the client will discuss replacement options.

Article B10: Takeover

- a. A candidate contracted by Jefferson Wells may not be taken over by the client or any related organization i.e. employed directly without any involvement from Jefferson Wells or working directly for the client in any similar way, through a third party or otherwise) without written permission from Jefferson Wells, until that candidate has spent at least 1800 (eighteen hundred) hours working for the client as part of the Jefferson Wells assignment, and those hours have been invoiced. A longer takeover period is applicable for some clients; this will be confirmed in the assignment confirmation. Takeovers are free of charge after the agreed period.
- b. Any client who does take over the candidate to direct employment within the period referred to in the previous clause will pay compensation to Jefferson Wells amounting to 50% of the most recent hourly rate multiplied by the difference between the number of hours already worked for the client through Jefferson Wells and invoiced by Jefferson Wells and the agreed takeover period. This obligation to pay compensation will remain in force until 12 (twelve) months have passed since the last hour worked for the client through Jefferson Wells and invoiced by Jefferson Wells.
- c. Additionally, a client or related organization may not enter into an employment relationship (i.e. employ a candidate directly without any involvement from Jefferson Wells or have a candidate work directly for the client in any similar way, through a third party or otherwise) without written permission from Jefferson Wells, with any candidate who has been introduced to the client in the last 12 (twelve) months as part of a (prospective) assignment.
- d. Any client who does enter into an employment relationship as referred to in the previous clause within the period referred to in the previous clause will pay compensation to Jefferson Wells amounting to 50% of the quoted rate, latest rate or the usual Jefferson Wells rate, multiplied by 1800 (eighteen hundred) hours. Unless the client has in advance explicitly stated otherwise in writing, this provision will still apply if the candidate introduced to the client by Jefferson Wells was already known to the client in any way.

Article B11: Suspension

The client is not entitled to temporarily suspend the employment of the candidate in whole or in part, except in the event of force majeure as defined in Article 6:75 of the Dutch Civil Code. If, outside of a force majeure situation, the client temporarily does not have any work for the candidate or is unable to employ the candidate, the client is obliged, for the duration of the assignment, to pay to Jefferson Wells the full rate based on the most recent or usual amount of hours.

Article B12: Business closure

At the start of the assignment, the client should inform Jefferson Wells about any business closures or compulsory collective leave days during the term of the assignment, so that Jefferson Wells may include these circumstances in its employment contract with the candidate if possible. If an intention to schedule business closure and/or compulsory collective leave days does become known after the assignment has started, the client should inform Jefferson Wells immediately. If the client fails to inform Jefferson Wells, the client is obliged, for the duration of the business closure, to pay to Jefferson Wells the full fees based on the most recent or usual amount of hours and overtime under the assignment and terms and conditions for each period.

Article B13: Client liability

a. The client will compensate the candidate - and indemnify Jefferson Wells - for all damage and costs (including legal assistance costs) incurred by the candidate as part of the performance of his/her work, if and insofar as the client and/or Jefferson Wells are liable for this damage and these costs pursuant to the law, and Articles 7:658 (working conditions), 7:611 (good employment practices) or 6:108 (damage claims in case of death) of the Dutch Civil Code in particular. The client will also compensate the candidate for any damage suffered as a result of any personal property used as part of the instructed works becoming damaged or destroyed.

b. Any client who does not fulfil its obligations under these General Terms and Conditions will be obliged to compensate Jefferson Wells for any resulting damage and costs (including legal assistance costs), without requiring any prior notice of default, and should indemnify Jefferson Wells regarding the matter if necessary. Nonetheless, Jefferson Wells may still initiate other action, such as the dissolution of the agreement.

c. The client will indemnify Jefferson Wells for any liability on the part of Jefferson Wells as the employer of the candidate regarding the damage, losses and obligations referred to in this Article. The client will, as far as possible, obtain sufficient insurance against liabilities pursuant to the provisions of this Article. The client should provide Jefferson Wells with proof of insurance if requested to do so.

Article B14: Liability of Jefferson Wells

- a. Jefferson Wells is obliged to make every effort to properly perform its recruitment and selection assignment. If and insofar as Jefferson Wells does not fulfil this obligation, it is obliged, in accordance with the provisions of these General Terms and Conditions, to compensate any damage suffered as a result by the client, on the condition that the client is able to demonstrate such damage is a direct result of shortcomings attributable to Jefferson Wells.
- b. Any liability on the part of Jefferson Wells resulting from the assignment is limited to the rate charged to the client by Jefferson Wells for the performance of the assignment, for the agreed number of working hours and the agreed assignment duration, up to a maximum of three months. The maximum amount to be paid by Jefferson Wells will in no case exceed the amount to be paid under its insurance. Any liability on the part of Jefferson Wells for indirect damage, including consequential damage, loss of profit, loss of savings or damage due to business interruptions, is excluded in all events.
- c. Jefferson Wells accepts no liability towards the client for damage and losses caused to the client, third parties or the candidate him or herself that result from any action or negligence on the part of the candidate. Jefferson Wells also accepts no liability towards the client for any obligation entered into by the candidate or arising therefrom vis-à-vis the client or any third party, whether with permission from the client or that third party or otherwise.

Article B15: Rates

- a. The rates owed by the client to Jefferson Wells will be calculated based on the hours that Jefferson Wells may claim pursuant to the assignment and/or terms and conditions, and will at all times be calculated based on the number or actual hours worked by the candidate as a minimum. Rates will be multiplied by any percentage surcharges, and any expenses to be reimbursed to the candidate will also be added. VAT will be charged on the rates, surcharges and reimbursed expenses. Overtime and work on special times or days (including holidays) will be remunerated in accordance with the clients regulations. Jefferson Wells is entitled to adjust its rates during the term of the assignment if the costs of the assignment have increased as a result of social and fiscal legislation and regulation or changes thereto or any other binding provisions, or as a result of a regular increase of wages and other employment conditions under equal pay.
- b. In addition, Jefferson Wells is entitled to increase its rates annually on 1 January based on the index business services – job placement.
- c. Jefferson Wells will notify the client of any rate adjustment as soon as possible and will provide written confirmation. If the reward and/or rates have been set too low due to any action on the part of the client, Jefferson Wells is entitled to retroactively increase the reward and rates to the correct level at a later stage. Jefferson Wells may charge the client for any supplementary amount required, as well as for any costs incurred by Jefferson Wells as a result.

Article B16: Invoicing and timekeeping

a. Invoicing will be based on the timekeeping method agreed with the client. Unless agreed otherwise in writing, the client will record times in writing or by digitally confirmed time sheets.

b. The client is obliged to check that the details of the candidate stated on the time sheets are complete and accurate, including: the name of the candidate, the number of hours worked, the number of overtime hours that are due to be paid pursuant to the assignment and the terms and conditions, any allowances and any expenses incurred. The client should ensure that its staff have authority to sign, and accepts responsibility for the signing of the time sheets and the related invoicing.

Article B17: Payment

a. The client is obliged at all times to pay all invoices submitted by Jefferson Wells within 21 (twenty-one) days of the invoice date. If an invoice is not paid within this period, the client will be in default from that moment and without requiring notice to that effect, Jefferson Wells will charge the client an interest rate of 2% per month, whereby any partial month will be taken as a full month. Clients are not permitted to suspend or offset payments.

b. No payment other than to Jefferson Wells directly or to a third party appointed by Jefferson Wells in writing will be accepted as a full discharge. Payment to a candidate will not be binding and will in no event provide grounds for write-off or offset.

c. All debt collection costs will be charged in full to the client. Compensation for extrajudicial costs will be set at 15% of the principal sum owed including interest, with a minimum of €500 per claim. This compensation will at all times be charged and due from the client as soon as Jefferson Wells has enlisted legal assistance or handed over the debt collection claim.

Article B18: Intellectual property

a. At the request of the client, Jefferson Wells will instruct the candidate to sign a written declaration to ensure or facilitate that - as far as required and possible - all intellectual property rights relating to the results of the work performed will be accrued by or transferred to the client. If Jefferson Wells owes compensation to the candidate in this regard or incurs any other costs, the client will be charged an equal amount of compensation or costs.

b. The client is entitled to enter into a direct agreement with the candidate or to ask the candidate to sign a declaration regarding the intellectual property rights referred to in the first clause. In this case, the client should inform Jefferson Wells about its intention to do so and should provide Jefferson Wells with a copy of the agreement/declaration made regarding the matter.

c. Jefferson Wells accepts no liability towards the client for any penalty or fine payable to the candidate, or for any damage suffered by the client as a result of the candidate exercising any intellectual property right.

Article B19: Confidentiality

- a. Jefferson Wells and the client will not disclose any confidential information from or about the other party, or its activities and relationships, obtained as a result of the assignment to third parties, unless - and only insofar as - the disclosure of this information is necessary to properly perform the assignment or there is any legal obligation to do so.
- b. In particular, the client is not permitted to disclose to third parties any details of a candidate introduced by Jefferson Wells without prior written permission from Jefferson Wells. In case of a breach of the provisions of this Article, a penalty of €25,000 per breach will become payable immediately by the client to Jefferson Wells, without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.
- c. At the request of the client, Jefferson Wells will instruct the candidate to commit to the confidential treatment of all information he or she obtains or becomes aware of as part of the performance of the works, unless this information is generally known or the candidate has a legal obligation to disclose.
- d. The client is entitled to ask the candidate to commit to confidentiality directly. In this case, the client should inform Jefferson Wells about its intention to do so and should provide Jefferson Wells with a copy of the agreement/declaration made regarding the matter. Jefferson Wells accepts no liability for any penalty, fine or damage suffered by the client as a result of a breach of confidentiality by the candidate.

Article B20: Car

If the client provides the candidate with a car, the client should immediately provide Jefferson Wells with all details required for correct salary processing, including a start and end date and list price. The client will be held liable by Jefferson Wells for any details not, not correctly or not promptly provided. The client is obliged to take out all legally required insurance and will be liable for any damage resulting from the use of the car.

Article B21: Representation

If a candidate is a member of a works council or another employee representation body at the client or at Jefferson Wells, the client is obliged to allow the candidate to participate in this in accordance with the relevant legislation and regulations. The client will only be charged a rate for the hours spent by the candidate during working times on representation activities or on training in this matter if the candidate is a representative in the client's organization.

C. Interim assignments - Jefferson Wells Interim Professional (JIP) temporary work

Article C1: Scope

The provisions of this chapter relate to assignments where an Jefferson Wells Interim Professional is contracted to the client. Through the contracting of Jefferson Wells Interim Professionals (JIP), Jefferson Wells is able to address the demand for interim professionals for special projects, temporary vacancies and/or specific expertise. Jefferson Wells Interim Professionals are employed, supervised, developed, trained and evaluated by Jefferson Wells. An Interim Professional cannot be transferred to a client.

Article C2: Definitions

In this chapter, the following terms will have the definitions set out below:

- **Contracting:** the contracting of an Jefferson Wells Interim Professional as part of an assignment. Work will at all times be carried out under the direction and supervision of the client.
- **Jefferson Wells Interim Professional:** an Jefferson Wells employee contracted or to be contracted to complete an assignment. An EE may be employed by Jefferson Wells, but may also be employed by a third party enlisted by Jefferson Wells.
- **Client:** the natural or legal person (and its representatives, proxies and successors in title) under whose direction and supervision the Jefferson Wells Interim Professional is working under the scope of the assignment.
- **Rate:** the rate payable to Jefferson Wells by the client regarding the contracting of the Jefferson Wells Interim Professional, exclusive of surcharges, expenses and VAT. Rates will be calculated hourly unless stated otherwise.

Article C3: Request and selection

a. Prior to the start of the assignment, the client should provide Jefferson Wells with an accurate description of the assignment and work, as well as information about position requirements, pay scales, working time, working hours and employment conditions. Based on the information provided by the client, Jefferson Wells will select one or more Jefferson Wells Interim Professionals, who will be introduced to the client to fulfil the assignment. The client is entitled to decline the Jefferson Wells Interim Professionals introduced.

b. Jefferson Wells has not failed in any obligation towards the client and will not be liable for any compensation if, for whatever reason, its efforts do not result in the effective contracting of an Jefferson Wells Interim Professional, or do not do so within the term requested by the client.

c. Jefferson Wells is entitled at all times to refuse or return assignments if, at Jefferson Wells' discretion, the client does not prove sufficiently creditworthy. If an assignment is terminated early for this reason, final payment will be based on the actual progress made with the assignment. The takeover provisions will remain applicable in full.

d. Jefferson Wells accepts no liability for any damage caused by the contracting of an Jefferson Wells Interim Professional if it becomes apparent that the Jefferson Wells Interim Professional does not meet the requirements set by the client, unless the client immediately (within 8 days of the start of the contract) files a written complaint regarding the matter with Jefferson Wells, and is able to demonstrate intent or willful carelessness by Jefferson Wells during selection.

Article C4: Assignment duration

a. The assignment will be temporary or permanent. Temporary assignments will have a duration of:

- a set period (assignments with a set end date);
- a limited period (a project-based assignment, where an objectively definable event, such as the completion of the project, terminates the assignment);
- a limited period that does not exceed a set period (a project with a final end date).

b. Temporary assignments will end ipso jure upon expiry of the agreed term or upon completion of the objectively definable event agreed in advance. Notice of early termination of both limited and unlimited term assignments should be given in writing, subject to a notice period of at least one month.

c. Jefferson Wells is entitled to suspend the completion of all current assignments between the client and Jefferson Wells, or to terminate these assignments without serving notice of default and without any obligation to compensate for damage, if:

- the client fails to (promptly) fulfil any obligations under the assignment;
- it becomes apparent that the client will not, not fully and/or not promptly (be able to) fulfil its obligations towards Jefferson Wells; or the client is under liquidation, has been declared bankrupt or has applied for suspension of payment.

If an assignment is terminated, the obligations of the client towards Jefferson Wells will become due immediately.

d. An assignment will end ipso jure if and when Jefferson Wells is no longer able to contract the Jefferson Wells Interim Professional because the employment contract between Jefferson Wells and the Jefferson Wells Interim Professional has been terminated, and this employment contract is not subsequently continued for the same client. In this event, no failure to meet its obligations towards the client may be attributed to Jefferson Wells, and Jefferson Wells will not accept liability for any damage suffered by the client as a result.

e. The termination of an assignment does not affect any obligations by the client towards Jefferson Wells regarding Jefferson Wells Interim Professionals introduced to the client by Jefferson Wells.

Article C5: Role and reward

- a. Prior to the start of the assignment, the client should provide a description of the role to be filled by the candidate and the associated pay scales in the client's applicable reward scheme. The candidate's reward, among which including any reduced working hours ("ADV"), initial pay increases, benefits, expenses, (one-off) payments, end of year bonuses and periodic pay rises, will be determined in accordance with the applicable equal pay legislation and regulation.
- b. The client should inform Jefferson Wells of changes in the reward and the established initial wage increases in good time and in any event immediately after they are known. Overtime, shift work, special working times or days (including public holidays) and/or shift hours will be rewarded in accordance with the client's applicable regulations and charged to the client.
- c. If it becomes apparent at any time that the role description does not or no longer matches the actual role performed by the candidate and the associated pay scale has become too low, the client will immediately provide Jefferson Wells with the correct role description and associated pay scale. The candidate's reward will be increased, and rates will be corrected accordingly. The client shall owe Jefferson Wells this corrected rate from the moment that the candidate actually starts the correct role description in question.

Article C6: Working times and hour

The working times and hours of the Jefferson Wells Interim Professional for the employer will be determined in the assignment confirmation, or agreed otherwise. The Jefferson Wells Interim Professional's working hours, working times and rest periods will be equal to the regular hours and times of the client, unless explicitly agreed otherwise. It is the responsibility of the client to ensure that the working times and working hours/rest periods of the Jefferson Wells Interim Professional are compliant with legal requirements. The client should ensure that the Jefferson Wells Interim Professional does not exceed the legally permitted working hours and the agreed working times.

Article C7: Direction and supervision

- a. Work will be carried out under full responsibility, direction and supervision of the client, unless explicitly agreed otherwise in writing. In exercising direction and supervision, the client should behave towards the Jefferson Wells Interim Professional with the same duty of care as it is obliged to behave towards its own employees.
- b. Unless Jefferson Wells has given written permission, the client is not allowed to hire out the Jefferson Wells Interim Professional to a third party to perform any work whatsoever. If the Jefferson Wells Interim Professional is hired out (with permission), the client should in turn agree with its client all relevant obligations in this chapter, in particular those relating to working hours, working conditions, transfer and client liability, without limitation and with equivalent penalty provisions. In this case, the client will have full responsibility toward Jefferson Wells to ensure that these obligations are fulfilled.
- c. The client may only employ the Jefferson Wells Interim Professional for purposes other than those agreed in the assignment and terms and conditions with prior written consent from Jefferson Wells and the Jefferson Wells Interim Professional. Employing an Jefferson Wells Interim Professional abroad, on an occasional basis or otherwise, is also only permitted with written agreement from Jefferson Wells and written consent from the Jefferson Wells Interim Professional. The client will be responsible for compliance with any foreign legislation on the matter and for all travel and accommodation costs and additional insurance.

Article C8: Working conditions

a. The client acknowledges that it is designated as an employer under the Working Conditions Act. The client is responsible towards the Jefferson Wells Interim Professional and Jefferson Wells for the fulfilment of all obligations pursuant to Article 7:658 of the Dutch Civil Code, the Working Conditions Act and any related regulations regarding safety at work and proper working conditions in general.

b. The client is obliged to provide the Jefferson Wells Interim Professional and Jefferson Wells with information promptly (no later than one working day prior to starting work in any case) about the required professional qualifications and the particular specifications of the position to be filled. The client should actively inform the Jefferson Wells Interim Professional about the Risk Inventory and Evaluation (RI&E) applicable in its business and about all risks and considerations specific to the position and place of work of the Jefferson Wells Interim Professional.

c. If the Jefferson Wells Interim Professional suffers an accident at work or work-related health condition, the client, if legally required to do so, will immediately inform the relevant authorities and ensure that a written report is drawn up without delay. The report should determine the cause of the accident in such a way that it can be established with a reasonable degree of certainty if and to what extent the accident resulted from the fact that insufficient measures were taken to prevent the accident or work-related health condition. The client should inform Jefferson Wells about the accident at work or work-related health condition as soon as possible and provide a copy of the report drawn up.

Article C9: Replacement

a. Jefferson Wells is entitled at all times to propose to the client that the contracted Jefferson Wells Interim Professional should be replaced by another Jefferson Wells Interim Professional for the continuation of the assignment, to comply with the business or personnel policies of Jefferson Wells, to safeguard employment or to comply with the applicable legislation and regulation, in particular the dismissal guidelines of the Dutch Employee Insurance Agency (UvV). The client will only be able to refuse such a proposal on reasonable grounds, and any refusal should be justified in writing if requested.

b. No failure to meet its obligations towards the client may be attributed to Jefferson Wells and no liability for any damage or costs suffered by the client will be accepted by Jefferson Wells if Jefferson Wells, for whatever reason, is not or no longer able to contract a (replacement) Jefferson Wells Interim Professional, or not or no longer able to contract such an Jefferson Wells Interim Professional in the manner and scope agreed under the assignment or at a later stage.

c. If an Jefferson Wells Interim Professional becomes unsuitable for work, Jefferson Wells is not obliged to provide an immediate replacement. If the candidate remains unsuitable for work for longer than two months or it becomes apparent that this will be the case, Jefferson Wells and the client will discuss replacement options.

Article C10: No takeover

a. A client or related organization is not permitted to employ an Jefferson Wells Interim Professional without any involvement from Jefferson Wells or have work carried out an Jefferson Wells Interim Professional for a client in a similar manner, through a third party or otherwise, either during the performance of an assignment or during a period of 12 (twelve) months after the termination of that assignment for whatever reason.

b. Additionally, a client or related organization may not employ any Jefferson Wells Interim Professional introduced to the client as part of an assignment or prospective assignment directly without any involvement from Jefferson Wells or have this Jefferson Wells Interim Professional work directly for the client in any similar manner, through a third party or otherwise, within a period of 12 (twelve) months of this introduction. Unless the client has in advance explicitly stated otherwise in writing, this provision will still apply if the Jefferson Wells Interim Professional introduced to the client by Jefferson Wells was already known to the client in any way.

c. If the client acts in breach of the provisions of this Article, a penalty of €25,000 will become payable immediately by the client to Jefferson Wells, without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.

d. In this Article, 'Jefferson Wells Interim Professional' will be taken to include: any Jefferson Wells Interim Professional who has been introduced to the client in the previous 12 (twelve) months and any Jefferson Wells Interim Professional whose contract ended less than 12 (twelve) months prior to entering into an employment relationship with the client.

Article C11: Suspension

The client is not entitled to temporarily suspend the employment of the Jefferson Wells Interim Professional in whole or in part, except in the event of force majeure as defined in Article 6:75 of the Dutch Civil Code. If, outside of a force majeure situation, the client temporarily does not have any work for the Jefferson Wells Interim Professional or is unable to employ the Jefferson Wells Interim Professional, the client is obliged, for the duration of the assignment, to pay to Jefferson Wells the full rates based on the most recent or usual amount of hours.

Article C12: Business closure

At the start of the assignment, the client should inform Jefferson Wells about any business closures or compulsory collective leave days during the term of the assignment, so that Jefferson Wells may include these circumstances in its employment contract with the Jefferson Wells Interim Professional if possible. If an intention to schedule business closure and/or compulsory collective leave days does become known after the assignment has started, the client should inform Jefferson Wells immediately. If the client fails to inform Jefferson Wells, the client is obliged, for the duration of the business closure and for each period, to pay to Jefferson Wells the full rate based on the most recent or usual amount of hours and overtime under the assignment and terms and conditions.

Article C13: Client liability

a. The client will compensate the Jefferson Wells Interim Professional - and indemnify Jefferson Wells - for all damage and costs (including legal assistance costs) suffered by the Jefferson Wells Interim Professional as part of the performance of his/her work, if and insofar as the client and/or Jefferson Wells are liable for these damage and costs pursuant to the law, and Articles 7:658 (working conditions), 7:611 (good employment practices) or 6:108 (damage claims in case of death) of the Dutch Civil Code in particular. The client will also compensate the Jefferson Wells Interim Professional for any damage suffered as a result of any personal property used as part of the instructed works becoming damaged or destroyed.

b. Any client who does not fulfil its obligations under these General Terms and Conditions will be obliged to compensate Jefferson Wells for any resulting damage and costs (including legal assistance costs), without requiring any prior notice of default, and should indemnify Jefferson Wells regarding the matter if necessary. Nonetheless, Jefferson Wells may still bring other actions, such as the dissolution of the agreement.

c. The client will indemnify Jefferson Wells for any liability on the part of Jefferson Wells as the employer of the Jefferson Wells Interim Professional regarding the damage, losses and obligations referred to in this Article. The client will, as far as possible, obtain sufficient insurance against liabilities pursuant to the provisions of this Article. The client should provide Jefferson Wells with proof of insurance if requested to do so.

Article C14: Liability of Jefferson Wells

a. Jefferson Wells is obliged to make every effort to properly perform its assignment. If and insofar as Jefferson Wells does not fulfil this obligation, it is obliged, in accordance with the provisions of these General Terms and Conditions, to compensate any damage suffered as a result by the client, on the condition that the client is able to demonstrate such damage is a direct result of shortcomings attributable to Jefferson Wells.

b. Any liability on the part of Jefferson Wells resulting from the assignment is limited to the rate charged to the client by Jefferson Wells for the performance of the assignment, for the agreed number of working hours and the agreed assignment duration, up to a maximum of three months. The maximum amount to be paid by Jefferson Wells will in no case exceed the amount to be paid under its insurance. Any liability on the part of Jefferson Wells for indirect damage, including consequential damage, loss of profit, loss of savings or damage due to business interruptions, is excluded in all events.

c. Jefferson Wells accepts no liability towards the client for damage and losses caused to the client, third parties or the Jefferson Wells Interim Professional him or herself that result from any action or negligence on the part of the Jefferson Wells Interim Professional. Jefferson Wells also accepts no liability towards the client for any obligation entered into by the Jefferson Wells Interim Professional vis-à vis the client or any third party, with or without permission from the client or that third party.

Article C15: Rates

a. The rates owed by the client to Jefferson Wells will be calculated based on the hours that Jefferson Wells may claim pursuant to the assignment and/or terms and conditions and will at all times be calculated based on the number of actual hours worked by the Jefferson Wells Interim Professional as a minimum. Rates will be multiplied by any percentage surcharges and any expenses to be reimbursed will also be added. VAT will be charged on the rates, surcharges and reimbursed expenses. Overtime and special working times or days (including public holidays) will be rewarded in accordance with the client's applicable regulations. Jefferson Wells is entitled to adjust its rates during the term of the assignment if the costs of the assignment have increased as a result of social and fiscal legislation and regulation or changes thereto or any other binding provisions, or as a result of a regular increase of wages and other employment conditions under equal pay.

b. In addition, Jefferson Wells is entitled to increase its rates annually on 1 January based on the index business services – job placement.

c. Jefferson Wells will notify the client of any rate adjustment as soon as possible and will provide written confirmation. If rates have been set too low due to any action on the part of the client, Jefferson Wells is entitled to retroactively increase the rates to the correct level at a later stage. Jefferson Wells may charge the client for any supplementary amount required, as well as for any costs incurred by Jefferson Wells as a result.

Article C16: Invoicing and timekeeping

a. Invoicing will be based on the timekeeping method agreed with the client. Unless agreed otherwise in writing, the client will record times in writing or by digitally confirmed time sheets.

b. The client is obliged to monitor that the details of the Jefferson Wells Interim Professional stated on the time sheets are complete and accurate, including: the name of the Jefferson Wells Interim Professional, the number of hours worked, the number of overtime hours that are due to be paid pursuant to the assignment and the terms and conditions, any and any expenses actually incurred. The client should ensure its staff have authority to sign, and accepts responsibility for the signing of the time sheets and the related invoicing.

Article C17: Payment

a. The client is obliged at all times to pay all invoices submitted by Jefferson Wells within 21 (twenty-one) days of the invoice date. If an invoice is not paid within this period, the client will be in default from that moment and without requiring notice to that effect. Jefferson Wells will charge the client an interest rate of 2% per month, whereby any part of a month will be taken as a full month. Clients are not permitted to suspend or offset payments.

b. No payment other than to Jefferson Wells directly or to a third party appointed by Jefferson Wells in writing will be accepted as a full discharge. Payment to an Jefferson Wells Interim Professional will not be binding and will in no event provide grounds for write-off or offset.

c. All debt collection costs will be charged in full to the client. Compensation for extrajudicial costs will be set at 15% of the principal sum owed including interest, with a minimum of €500 per claim. This compensation will at all times be charged and due from the client as soon as Jefferson Wells has enlisted legal assistance or handed over the debt collection claim.

Article C18: Intellectual property

a. At the request of the client, Jefferson Wells will instruct the Jefferson Wells Interim Professional to sign a written declaration to ensure or facilitate that – as far as required and possible - all intellectual property rights relating to the results of the work performed will be accrued by or transferred to the client. If Jefferson Wells owes compensation to the Jefferson Wells Interim Professional in this regard or incurs any other costs, the client will be charged an equal amount of compensation or costs.

b. The client is entitled to enter into a direct agreement with the Jefferson Wells Interim Professional or to ask the Jefferson Wells Interim Professional to sign a declaration regarding the intellectual property rights referred to in the first clause. In this case, the client should inform Jefferson Wells about its intention to do so and should provide Jefferson Wells with a copy of the agreement/declaration made regarding the matter.

c. Jefferson Wells accepts no liability towards the client for any penalty or fine payable to the Jefferson Wells Interim Professional, or for any damage suffered by the client as a result of the Jefferson Wells Interim Professional exercising any intellectual property right.

Article C19: Confidentiality

a. Jefferson Wells and the client will not disclose any confidential information from or about the other party, its activities and relationships which has been obtained as a result of the assignment to third parties, unless - and then only insofar as – the disclosure of this information is necessary to properly perform the assignment or there is any legal obligation to do so.

b. In particular, the client is not permitted to disclose to third parties any details of an Jefferson Wells Interim Professional introduced by Jefferson Wells without prior written permission from Jefferson Wells. In case of a breach of the provisions of this Article, a penalty of €25,000 per breach will become payable immediately by the client to Jefferson Wells, without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.

c. At the request of the client, Jefferson Wells will instruct the Jefferson Wells Interim Professional to commit to the confidential treatment of all information he or she obtains or becomes aware of as part of the performance of the works, unless this information is generally known or the Jefferson Wells Interim Professional has a legal obligation to disclose.

d. The client is entitled to ask the Jefferson Wells Interim Professional to commit to confidentiality directly. In this case, the client should inform Jefferson Wells about its intention to do so and should provide Jefferson Wells with a copy of the agreement/declaration made regarding the matter. Jefferson Wells accepts no liability for any penalty, fine or damage suffered by the client as a result of a breach of confidentiality by the Jefferson Wells Interim Professional.

Article C20: Car

If the client provides the Jefferson Wells Interim Professional with a car, the client should immediately provide Jefferson Wells with all details required for correct salary processing, including a start and end date and list price. The client will be held liable by Jefferson Wells for any details not, not correctly or not promptly provided. The client is obliged to take out all legally required insurance and will be liable for any damage resulting from the use or the car.

Article C21: Representation

If a candidate is a member of a works council or another employee representation body at the client or at Jefferson Wells, the client is obliged to allow the candidate to participate in this in accordance with the relevant legislation and regulations. The client will only be charged rates for the hours spent by the candidate during working times on representation activities or on training in this matter if the candidate is a representative in the client's organization.

D. Interim assignments - intermediation service for Independent Professionals (IP)

Article D1: Scope

The provisions of this chapter relate to assignments to contract an Independent Professional (IP) through the intermediary services of Jefferson Wells for the execution of an assignment at the client.

Before contracting the IP by Jefferson Wells intermediary services were executed by;

- a. a supplier
- b. the client
- c. Jefferson Wells

Article D2: Definitions

In this chapter, the following terms will have the definitions set out below:

- **Independent Professional (IP):** the natural person or legal entity that performs work in the context of the assignment independently, under his/her own responsibility and at his/her discretion, outside an employment relationship (dienstbetrekking).
- **Assignment:** any assignment formulated by the client and accepted by the IP by means of the model agreement, whereby work is performed without direction and supervision from the client.
- **Client:** the natural or legal person (and its representatives, proxies and successors in title) for whom Jefferson Wells acts as an intermediary to arrange an IP to perform an assignment.
- **Model agreement:** the agreement made between Jefferson Wells and the IP regarding the assignment, in accordance with the intermediation model approved by the Tax and Customs Administration.
- **Rate:** the rate payable to Jefferson Wells by the client regarding the contracting of the IP for the assignment, exclusive of VAT. Rates will be calculated hourly unless stated otherwise.

Article D3: Request and selection

a. Prior to the start of the assignment, the client should provide Jefferson Wells with a description of the assignment that is accurate and suitable for execution by an IP, as well as all relevant and necessary information for the proper performance of the assignment. Based on the information provided by the client, Jefferson Wells can select an IP, who will be introduced to the client to complete the assignment. Jefferson Wells can also request a supplier to select and introduce an IP or request the client to select an IP.

b. Jefferson Wells has not failed in any obligation towards the client and will not be liable for any compensation if, for whatever reason, its efforts do not result in the effective contracting of an IP, or do not do so within the term requested by the client.

c. Jefferson Wells is entitled at all times to refuse or return assignments if, at Jefferson Wells' discretion, the client does not prove sufficiently creditworthy. If an assignment is terminated early for this reason, final payment will be based on the actual situation of the assignment. The non-solicitation clause will remain applicable in full.

d. Jefferson Wells accepts no liability for any damage caused by contracting an IP if it becomes apparent that the IP does not meet the requirements set by the client.

Article D4: Assignment duration

- a. Assignments will run for a limited time up to the agreed end date and/or the completion of the agreed assignment. The assignment will end ipso jure at that point.
- b. Notice of early termination of an assignment should be given in writing, subject to a notice period of at least one month.
- c. Jefferson Wells is entitled to suspend the completion of all current assignments between the client and Jefferson Wells, or to terminate these assignments without serving notice of default and without any obligation to compensate for damage, if:
 - the client fails to (promptly) fulfil any obligations under the assignment;
 - it becomes apparent that the client will not, not fully and/or not promptly fulfil or be able to fulfil its obligations towards Jefferson Wells;
 - the client is under liquidation, has been declared bankrupt or has applied for suspension of payment. If an assignment is terminated, the obligations of the client towards Jefferson Wells will become due immediately.
- d. An assignment will end ipso jure if and when Jefferson Wells is no longer able to contract the IP because the model agreement between Jefferson Wells and the IP has been terminated for whatever reason. In this event, no failure to meet its obligations towards the client may be attributed to Jefferson Wells, and Jefferson Wells will not accept liability for any damage suffered by the client as a result.

Article D5: Working times and hours

The IP is entitled to set his/her own working times and hours within the specifications of the assignment and the requirements for proper performance of the assignment.

Article D6: Independent performance

- a. The assignment will be performed under responsibility of the IP as an independent contractor. The formulation of the assignment by the client and the definition of the assignment in the model agreement determine the works to be performed. This means that no direction or supervision is provided either by Jefferson Wells or the client. The client has a responsibility to ensure that the IP is able to perform the works under the assignment as a self-employed worker, at his/her own discretion and without any direction and supervision, and should grant the required authorities and information to this end. The client does have the authority to provide instructions regarding the objectives and/or results to be achieved. As the person responsible for the performance and quality of the work provided, the IP him or herself is the first point of contact for any complaints.
- b. The arrangement of independent professionals is expressly not intended to create any direct or indirect employment agreement between the IP and any other party. There is no relationship of authority between any of the parties.
- c. Unless Jefferson Wells has given written permission, the client is not allowed to hire out the IP to a third party to perform any work whatsoever. If the IP is hired out (with permission), the client should in turn agree with its client all relevant obligations in this chapter, in particular those relating to working conditions, non-solicitation and client liability, without limitation and with equivalent penalty provisions. In this case, the client will have full responsibility toward Jefferson Wells to ensure that these obligations are fulfilled.
- d. The client may only change or extend the content or scope of the agreed assignment with prior written consent from the IP and Jefferson Wells.

e. Consent from the IP and Jefferson Wells is also required if the assignment involves any occasional work abroad. In this case, both the client and the IP will be responsible for compliance with any applicable foreign legislation. Any travel and accommodation costs will be for the account of the client, unless any prior agreements to the contrary have been made.

Article D7: Working conditions

a. The client accepts the fact that it is responsible under the Working Conditions Act for the health and safety of all persons present at its working locations. The client is therefore jointly responsible towards the IP for the fulfilment of all obligations pursuant to Article 7:658 of the Dutch Civil Code, the Working Conditions Act and any related regulations regarding safety at work and proper working conditions in general.

b. The client is responsible for the active and prompt (before starting work in any case) provision of information to the IP about the Risk Inventory and Evaluation (RI&E) applicable in its business and about all risks and considerations specific to the places of work of the IP.

c. If the IP suffers an accident at work or work-related health condition, the client, if legally required to do so, will immediately inform the relevant authorities and ensure that a written report is drawn up without delay. The report should determine the cause of the accident in such a way that it can be established with a reasonable degree of certainty if and to what extent the accident resulted from the fact that insufficient measures were taken to prevent the accident or work-related health condition. The client should inform Jefferson Wells about the accident at work or work-related health condition as soon as possible and provide a copy of the report drawn up.

Article D8: Replacement

a. The client acknowledges that, as a self-employed person, the IP is entitled to be replaced following prior notice to Jefferson Wells and the client. The IP at all times retains full responsibility for the performance of the assignment by his/her replacement. Approval of a replacement may only be denied by the client on the basis of pre-established objective criteria, including the sufficient qualification of the replacement to successfully complete the assignment, and if applicable, the passing of integrity screening.

b. Jefferson Wells is not obliged to provide a replacement in case the IP becomes unsuitable for work or is impeded in any other way. If any impediment lasts longer or is expected to last longer than can reasonably be accepted by the client and the IP has not sourced or not been able to source a replacement, Jefferson Wells and the client will enter discussions to find other possible solutions.

c. Regarding any impediment of the IP, no failure to meet its obligations towards the client may be attributed to Jefferson Wells, and Jefferson Wells will not accept any liability for damage or costs suffered by the client if the assignment is not or not promptly completed.

Article D9: Non-solicitation clause

a. Without written permission from Jefferson Wells, the client or any related organization is not permitted to have work performed in any form by an IP, through a third party or otherwise, if this IP was introduced by Jefferson Wells for a prospective assignment less than 6 (six) months ago, or within a period of 6 (six) months of the introduction of an IP arranged by Jefferson Wells for an assignment, during the assignment or within a period of 6 (six) months after the termination of the assignment for whatever reason.

b. If the client acts in breach of the provisions of this Article, a penalty of €25,000 will become payable immediately by the client to Jefferson Wells without any right of set-off and without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.

Article D10: Client liability

a. Any client who breaches its obligations under these General Terms and Conditions will be held liable to compensate Jefferson Wells for any damage and costs (including legal assistance costs) resulting from such breaches.

b. The client will in particular be liable for the costs incurred as a result of any duty to withhold taxes imposed by the Tax and Customs Administration regarding the assignment and all damage (including any objection and appeal costs) suffered by Jefferson Wells in this regard, if and insofar this imposition of a duty to withhold taxes does not result from a breach by the client of these General Terms and Conditions.

c. The client will indemnify Jefferson Wells against any liability regarding the assignment and the performance of works by the IP and all resulting obligations, as well as for any damage suffered by the client or the IP during the performance of the assignment.

Article D11: Liability of Jefferson Wells

a. Jefferson Wells is obliged to make every effort to properly fulfil its intermediation duties. If and insofar as Jefferson Wells does not fulfil this obligation, it is obliged, in accordance with the provisions of these General Terms and Conditions, to compensate any damage suffered as a result by the client, on the condition that the client is able to demonstrate such damage is a direct result of attributable shortcomings on the part of Jefferson Wells.

b. Any liability on the part of Jefferson Wells is limited to the rate charged to the client by Jefferson Wells for the agreed assignment duration, up to a maximum of three months. The maximum amount to be paid by Jefferson Wells will in no case exceed the amount to be paid under its insurance. Any liability on the part of Jefferson Wells for indirect damage, including consequential damage, loss of profit, loss of savings or damage due to business interruptions, is excluded in all events.

c. Jefferson Wells accepts no liability towards the client for damage and losses caused to the client, third parties or the IP him or herself that result from any action or negligence on the part of the IP. Jefferson Wells also accepts no liability towards the client for any obligation entered into by the IP vis-à-vis the client or any third party, with or without permission from the client or that third party.

Article D12: Rates

a. The rates owed by the client to Jefferson Wells will be calculated based on the number of actual hours worked by the IP. Rates will be multiplied by any percentage surcharges and any expenses to be reimbursed will also be added, if agreed. VAT will be charged on the rates, any surcharges and reimbursed expenses.

b. Jefferson Wells is entitled to adjust its rates during the term of the assignment if and insofar as the costs of the assignment have increased as a result of social and fiscal legislation and regulation or changes thereto or any other binding provisions, or as a result of a regular increase of wages and other employment conditions.

c. Jefferson Wells will notify the client of any rate adjustment as soon as possible and will provide written confirmation.

Article D13: Invoicing and timekeeping

a. Invoicing will be done regularly based on the timekeeping method agreed with the client. Unless agreed otherwise in writing, the client will record times in writing or by digitally confirmed timesheets.

b. The client is obliged to monitor that the details of the IP stated on the time sheets are complete and accurate. The client should ensure its staff have authority to sign, and accepts responsibility for the signing of the time sheets and the related invoicing.

Article D14: Payment

a. The client is obliged at all times to pay all invoices submitted by Jefferson Wells within 21 (twenty-one) days of the invoice date. If an invoice is not paid within this period, the client will be in default from that moment and without requiring notice to that effect. Jefferson Wells will charge the client an interest rate of 2% per month, whereby any part of a month will be taken as a full month. Clients are not permitted to suspend or offset payments.

b. No payment other than to Jefferson Wells directly or to a third party appointed by Jefferson Wells in writing will be accepted as a full discharge. Payment to an IP will not be binding and will in no event provide grounds for write-off or offset.

c. All debt collection costs will be charged in full to the client. Compensation for extrajudicial costs will be set at 15% of the principal sum owed including interest, with a minimum of €500 per claim. This compensation will at all times be charged and due from the client as soon as Jefferson Wells has enlisted legal assistance and handed over the debt collection claim respectively.

Article D15: Intellectual property

a. At the request of the client, Jefferson Wells will ask the IP to sign a written declaration to ensure or facilitate that - as far as required and possible - all intellectual property rights relating to the results of the work performed will be accrued by or transferred to the client. If Jefferson Wells owes compensation to the IP in this regard or incurs any other costs, the client will be charged an equal amount of compensation or costs.

b. The client is entitled to enter into a direct agreement with the IP or to ask the IP to sign a declaration regarding the intellectual property rights referred to in the first clause. c. Jefferson Wells accepts no liability towards the client for any penalty or fine payable to the IP, or for any damage suffered by the client as a result of the IP exercising any intellectual property right.

Article D16: Confidentiality

a. Jefferson Wells and the client will not disclose any confidential information from or about the other party, its activities and relationships which has been obtained as a result of the assignment to third parties, unless - and insofar as - the disclosure of this information is necessary to properly perform the assignment or there is any legal obligation to do so.

b. In particular, the client is not permitted to disclose to third parties any details of an IP introduced by Jefferson Wells without prior written permission from Jefferson Wells. In case of a breach of the provisions of this Article, a penalty of €25,000 per breach will become payable immediately by the client to Jefferson Wells, without prejudice to Jefferson Wells' entitlement to seek full compensation for any damage.

c. The client is entitled to make further agreements with the IP regarding the confidential treatment of all information he or she obtains or becomes aware of as part of the performance of the works, unless this information is generally known or the IP has a legal obligation to disclose.

d. Jefferson Wells accepts no liability for any penalty, fine or damage suffered by the client as a result of a breach of confidentiality by the IP.

E. Knowledge Centre - Training courses

Article E1: Areas of application

These terms and conditions apply to all courses provided by the Jefferson Wells B.V. Knowledge Centre (hereinafter: Jefferson Wells).

These terms and conditions use the terms “participant” and “client”. “Participant” refers to the natural person who participates in the training. “Client” refers to the natural and/or legal person who registers, or has the participant register, for a course provided by Jefferson Wells. Any act and/or omission by a participant is considered equivalent to an act and/or omission by the client.

Through the act of enrolling in a training course organised by Jefferson Wells, the client is deemed to have read and accepted these terms and conditions, unless the parties expressly deviate from them in writing.

The client’s terms and conditions do not apply. In the event of any deviation from this, these terms and conditions will take absolute precedence over the client’s terms and conditions at all times.

Article E2: Registration and payment conditions

Course registrations are completed through the registration form on the Jefferson Wells website.

Jefferson Wells is only obliged to honour a registration if it has accepted it in writing.

The course will be invoiced before the start of the training.

All invoiced amounts must be paid within 30 days. If there are fewer than 30 days between the date of registration and the first day of training, payment must be made immediately upon registration. Failure to pay the amount due by the first day of training will result in denial of access to the course.

In the event of non-payment of the amount due on the due date, the client will be liable, by operation of law and without notice of default, to pay interest on the outstanding amount, at the rate of 12% per annum from the due date.

The non-payment of an invoice on the due date will result in the immediate exigibility of all the client’s outstanding invoices, even those not yet due, without taking previously granted payment terms into account.

Payment of a portion of the invoiced amount is deemed acceptance of the entire invoice.

Partial payments are accepted by Jefferson Wells without prejudice and with full reservation of all rights. Partial payments will first be applied to any legal costs incurred, then to accrued interest, then to lump sum damages and finally to the principal sum. Jefferson Wells reserves the right to cancel or suspend performance of services not yet rendered, provided it notifies the customer in writing in advance.

All prices for VPS and CBC Programmes include course materials and catering and do not include examination fees, books and VAT. All other courses include course material and catering, but not VAT.

Article E3: Participation and organisation

All courses are subject to sufficient participation. If a course cannot proceed, participants will be informed at least two weeks before the starting date. In such a case, either the paid course fees will be refunded or, upon request and to the extent possible, the participant will be transferred to the next course.

Jefferson Wells will make every reasonable effort to allow a course to go ahead. If, due to illness or for any other reason, a teacher is not or no longer available to teach a course, Jefferson Wells will make every reasonable effort to allow the course in question to take place at a later date.

If a course cannot take place for any reason, Jefferson Wells is not liable in any way for any damages.

Article E4: Termination of the course by participant

After registration, the participant can:

- a) stop the course before it starts ('cancel');
- b) terminate the programme after it has started ('early termination');
- (c) reschedule the course ('postpone' and/or 'move');
- (d) complete the course ('pass').

Article E5: Cancellation of training

If a participant cancels the course, the participant will owe Jefferson Wells a cancellation fee. Cancellation of registration can only be done by registered letter.

The participant will be charged a cancellation fee for:

- cancellation at least six (6) weeks before the start of the training: There is no charge for the cancellation itself, but the usual administration fee of €75 ex. VAT will be charged.
- cancellation at least four (4) weeks before the start of the training: 50% of the agreed price of the training.
- cancellation less than three (3) weeks before the start of the training: 100% of the training.

Article E6: Early termination of the course

If the participant terminates the Study Agreement prematurely after commencement of the Course, they will not be entitled to any refund of the amount paid to Jefferson Wells. The participant will be charged in full for any outstanding amount.

Article E7: Postponement and/or rescheduling of course

In exceptional cases, Jefferson Wells may reschedule a course to another date and/or time at the participant's request. The decision on whether or not to reschedule a course rests solely with Jefferson Wells.

Jefferson Wells will charge the participant €125 ex. VAT for the administrative processing of a transfer, including cancellation costs.

The participant must pay the cost of rescheduling the course no later than 14 days after Jefferson Wells' decision (together with any other outstanding course costs). Other costs owed will in any case include the costs of the meetings that have already taken place prior to the rescheduling.

Article E8: Termination by Jefferson Wells

Jefferson Wells reserves the right to cancel or reschedule a course or change its content, modalities, or location if, despite best efforts, the prevailing circumstances compel it to do so. For example, in the event of insufficient registrations, illness or accident of a speaker, etc., Jefferson Wells will in no case be liable to pay the client any form of damages or other compensation for any such cancellation, rescheduling or change.

In the event of a course cancellation as set out in **Article E7**, Jefferson Wells will refund the full deposited amount of the registration fee to the client within 30 days of written notice of cancellation.

Article E9: Confidentiality

The content and documentation of a training course, in whole or in part, may not be reproduced, translated, adapted or stored in any form or by any means; nor may the content and documentation of any training, in whole or in part, be communicated or transmitted to the public in any form or by any means (including, but not limited to, electronic and mechanical means), without Jefferson Wells's prior, written permission.

Article E10: Liability

Jefferson Wells enters into a best efforts obligation and can only be held accountable for intentional error. In any event, any damages payable by Jefferson Wells as a result of gross misconduct will always be limited to the amount billed and received by it for the course.

Article E11: Confidentiality

Jefferson Wells, its staff and/or other parties working on its behalf, will treat the information provided by the participant as confidential. Jefferson Wells conforms to the applicable privacy laws.

Article E12: Personal data

Jefferson Wells only processes personal data if there is a legitimate and specific purpose for doing so. Personal data is carefully processed and secured in accordance with privacy legislation and regulations, including the General Data Protection Regulation. The full privacy statement, including the right of access and right to rectification, is available from Jefferson Wells's website—and if documentation is also provided digitally: Privacy Statement

Article E13: Governing law and choice of forum

Jefferson Wells enters into a best efforts obligation and can only be held accountable for intentional error. In any event, any damages payable by Jefferson Wells as a result of gross misconduct will always be limited to the amount billed and received by it for the course.

Article E14: Final provisions

In the event of any disputes regarding these terms and conditions, the parties will consult with each other as soon as possible to try to reach an amicable solution. If the parties do not reach an out-of-court settlement, disputes will be submitted to the competent civil court in Amsterdam.

If any provision of these terms and conditions can be interpreted in more than one way, the parties will adhere to the interpretation that most favours the party who has drawn up these terms and conditions. However, if a court or competent authority finds one or more provisions of these terms and conditions not to be legally valid, in whole or in part, the other provisions of these terms and conditions will remain in effect. The parties will consult on the provisions that are not legally valid to reach a replacement regulation that is legally valid and corresponds as much as possible with the intent of the provision to be replaced.

Jefferson Wells B.V. is registered with the Chamber of Commerce in Amsterdam under number 33214370

www.jeffersonwells.nl

