

General Terms and Conditions for Interim Assignments

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Article 1 - Definitions

1.1 In these General Terms and Conditions for Interim Assignments ('General Terms and Conditions'), the following terms shall have the following meanings:

"ATOM Design Professionals B.V.", hereafter "ADP"

with its registered office in the Netherlands and principal place of business being located at Keizersgracht 62, 1015 CS, Amsterdam, the Netherlands, KvK-nummer: 75775638.

"Contractor"

- a) The natural person or legal entity having an employment contract with ADP and performing work for the Client at the Client as part of an Assignment;
- b) The self-employed person performing work for the Client as part of an Assignment and pursuant to an Assignment Confirmation with ADP; or
- c) The natural person or legal entity performing work for the Client as part of an Assignment and pursuant to an employment contract with a third party through ADP

"Client"

The natural person or legal entity with whom/which ADP concludes an Assignment Confirmation.

'Assignment Confirmation'

The written Assignment Confirmation between ADP and the Client through which ADP undertakes to have work performed for the Client by the Contractor as part of an Assignment, including any written (also by e-mail), agreed expansions of or changes to this.

"Assignment"

The work agreed on by ADP and the Client in the Assignment Confirmation which ADP shall cause to be performed for the Client, in connection with a specific project or not.

Article 2 - Applicability

- 2.1 These General Terms and Conditions shall apply to and constitute part of any offers, assignments or agreements between ADP and the Client concerning the utilization of Contractors. If these General Terms and Conditions (or the provisions thereof) conflict with the Assignment Confirmation (or the provisions thereof), the Assignment Confirmation (or the provisions thereof) shall prevail.
- 2.2 Deviations from these General Terms and Conditions shall only apply if and insofar as they have been confirmed in writing by an ADP employee authorized to do this. No rights may be derived from such deviations with respect to legal relationships entered into later.
- 2.3 Other general terms and conditions used or referred to by the Client besides these General Terms and Conditions shall expressly not apply.
- 2.4 If any provision of these General Terms and Conditions is invalid or declared void, the other provisions shall remain in full force, and ADP and the Client shall agree on a new provision to replace the invalid provision or provision declared void, with the purpose and effect of the invalid provision or provision declared void being taken into account as much as possible.
- 2.5 Once these General Terms and Conditions have applied to a legal relationship between ADP and the Client, the Client shall be deemed to have already consented beforehand to the applicability of the General Terms and Conditions to agreements concluded or to be concluded later, including changes and additions to the General Terms and Conditions.

Article 3 - Offers and quotes

- 3.1 Unless expressly agreed otherwise in writing, all offers, quotes and prices by ADP, wherever published and however made, shall always be without obligation.

Article 4 - Provision of services

- 4.1 ADP shall exert its best efforts to ensure that the Contractor has the expertise relating to the work which, given the nature and scope of the Assignment, may be expected by the Client under normal conditions.

- 4.2 The Client itself shall be responsible for separately reviewing the expertise and skills of the Contractor proposed by ADP.
- 4.3 ADP shall exert its best efforts to ensure, at the Client's written request, that the Contractor complies (in writing or otherwise) with the internal or other regulations set by the Client regarding the Assignment, insofar as this can reasonably be demanded of the Contractor.

Article 5 - Selection

- 5.1 ADP reserves the right to replace the Contractor with another Contractor in consultation with the Client.
- 5.2 If the Contractor turns out not to satisfy the Client's requirements, the Client shall immediately inform ADP by telephone and then confirm this in writing within one business day. The Client shall under no circumstances stop the payments to ADP for the Contractor.
- 5.3 ADP does not accept any liability whatsoever for damage of whatever nature or scope which the Client suffers because the Contractor turns out not to satisfy the requirements set by the Client.

Article 6 - Liability

- 6.1 ADP shall not provide any guarantee at all of whatever nature regarding the work under the Assignment, since the work is carried out under the supervision and management of the client.
- 6.2 ADP shall not be obliged to train the Contractor for the Assignment (or to arrange such training).
- 6.3 The obligations which ADP assumes towards the Client pursuant to the Assignment Confirmation shall be best-efforts obligations. ADP shall only be liable to the Client for breaches by ADP insofar as this result from its willful recklessness, willful misconduct or gross negligence.
- 6.4 ADP and the Contractor shall not be liable for the damage which the Client and/or a third party suffers or shall suffer on account of work performed or to be performed by the Contractor in connection with the Assignment or otherwise, unless this results from willful recklessness or willful misconduct by the Contractor.
- 6.5 ADP and the Contractor shall not be liable for the consequences of errors in the Assignment,

documents, models or other materials furnished by the Client to ADP or the Contractor.

- 6.6 The Client shall indemnify ADP and the Contractor engaged by it with respect to any damage or claims by third parties relating to the Assignment and any related financial consequences, expressly including liability under Article 6:170 of the Dutch Civil Code.
- 6.7 Insofar as ADP or the Contractor must be deemed liable towards the Client and/or a third party, this liability shall always be limited to the total amount of the invoices sent by ADP in connection with the Assignment Confirmation.
- 6.8 For there to be any right to compensation in accordance with Article 6.7, the Client must object in writing to ADP, with a statement of reasons, within 3 months after it discovers or reasonably should have discovered the breach. Any claim against ADP based on the Assignment Confirmation shall be extinguished 12 months after the Client was or should have been aware of the adverse event or 12 months after the Assignment ended, whichever is earlier.
- 6.9 In principle, the work shall be performed at the Client's and/or its customer's location. The Client shall fully comply with all provisions in Article 7:658 of the Dutch Civil Code (protection against hazards) as regards the Contractor. The Client shall be fully liable to the Contractor in that respect. The Client shall specifically indemnify ADP in this connection against any damage or costs which ADP suffers in relation to any claim by the Contractor concerned based on this.

Article 7 - Taxes and social security contributions

- 7.1 If and insofar as the Contractor is employed by ADP, ADP shall fulfill its obligations as an employer concerning withholding and paying any payroll taxes and/or social security contributions owed. ADP shall indemnify the Client against any claim which the Tax and Customs Administration and/or the relevant Employee Insurance Agency asserts against the Client regarding such withholdings or payments.

Article 8 - Working conditions

- 8.1 The Client shall enable the Contractor to carry out the Assignment properly.
- 8.2 The Client shall provide the Contractor with adequate workspace, auxiliary resources, materials

and information which are necessary to carry out the Assignment properly.

- 8.3 The Contractor shall follow the instructions given by the Client for carrying out the Assignment, as well as safety measures.
- 8.4 The Contractor shall comply with the internal rules in effect at the Client.

Article 9 - Inability to work

- 9.1 If the Contractor is unable to work, is ill or has an accident, ADP shall inform the Client immediately. After consulting with the Client, ADP shall exert its best efforts to find a replacement.
- 9.2 ADP shall not accept any liability whatsoever for damage of whatever nature or scope which the Client suffers because the Contractor is unable to work, is ill or has an accident.

Article 10 - Confidentiality

- 10.1 ADP and the Client shall mutually be obliged to maintain the confidentiality of anything which they learn about the other party by virtue of their relationship, unless this pertains to matters which are publicly known or with respect to which the other party has explicitly indicated that confidentiality is not required. ADP and the Client shall not refuse permission on unreasonable grounds to make the existence of a relationship between them publicly known.
- 10.2 The duty of confidentiality in Article 10.1 shall apply solely with respect to third parties. Within ADP's and the Client's organizations, the duty of confidentiality in Article 10.1 need only be observed concerning information, matters and the like regarding which the other party has expressly asked that this be kept confidential.
- 10.3 ADP shall impose on the Contractor the obligation, both during the term of the Assignment and after its termination, to maintain the confidentiality of any information which the Contractor knows about the Client, the Client's activities and the affiliated companies, insofar as this information is confidential in nature or a duty of confidentiality has expressly been imposed on the Contractor by the Client.

Article 11 - Acquisition of the Contractor

- 11.1 Neither the Client nor its affiliated companies may directly or indirectly enter into an employment contract or an Assignment Agreement with the Contractor during the term of the Assignment or for a two-year period after the Assignment ends without ADP's intermediation.
- 11.2 If the Client or a company affiliated with it nevertheless wishes to hire the Contractor or enter into a direct or indirect contractual relationship with the Contractor during the aforementioned period, it must consult with ADP beforehand, with ADP charging a fee equal to 25% of the Contractor's gross annual salary, with a minimum of € 10.000,-. In addition to the gross annual salary (including holiday pay) agreed on between the Client and the Contractor, the Contractor's 'gross annual income' shall be interpreted to mean the other fixed remuneration elements. The Contractor's potential eligibility for a bonus or profit-sharing shall be equated with one month's gross salary in this connection. A leased car provided, or a travel allowance shall be equated with €4,500 in this connection.
- 11.3 If the Client utilizes the Contractor to perform work for third parties, the Client shall, in the agreement with the relevant party, include a perpetual clause for the Contractor's benefit with the same substance and effect as this Article 11.

Article 12 - Intellectual property

- 12.1 ADP and/or the Contractor shall exert all efforts which can reasonably be demanded of them to transfer to the Client intellectual property rights ensuing or derived from the work performed by the Contractor in connection with the Assignment, insofar as these do not already accrue directly to the Client under any statutory provision.

Article 13 - Duration and termination

- 13.1 Subject to the provisions below concerning termination, the Assignment shall end by operation of law, without any legal or other act having to be performed, upon the lapse of the agreed duration of the Assignment. The Assignment may be extended if ADP and the Client, and, if there is not any employment relationship between ADP and the Contractor, the Contractor, have agreed on this in writing one month before the period of the Assignment ends. Unless expressly stated otherwise, the extended Assignment shall then be continued under the conditions laid down in the

Assignment.

- 13.2 Notwithstanding the provisions in Article 13.1, ADP may terminate the Assignment with immediate effect and without statement of reasons in the following situations:
- a) if the Client is declared insolvent;
 - b) if the Client is granted a temporary or other suspension of payments;
 - c) if the Client's business is liquidated;
 - d) if a prejudgment or executorial attachment is levied against the Client's movable and/or immovable property;
 - e) if, after receiving a written notice of default with a reasonable period for rectifying the breach, the Client has not remedied the breach after this period lapses and remains in default with respect to its obligations under the Assignment Confirmation.
- 13.3 If notice of termination of the Assignment is given by ADP, ADP shall not be obliged to pay any compensation to the Client.
- 13.4 ADP shall be entitled to recover from the Client any damage suffered or to be suffered by it because of the termination of the Assignment.
- 13.5 Termination of the Assignment Confirmation for whatever reason shall not discharge the Client from its current obligations under the Assignment Confirmation.

Article 14 - Fees

- 14.1 The Client shall owe ADP a fee for the services performed by ADP under the Assignment, in conformity with what will be agreed on in the Assignment Confirmation.
- 14.2 During the Assignment, the Contractor shall keep a timesheet, which shall serve as a basis for calculating the fee for the services provided. The timesheet will be made available weekly by the Contractor to ADP and to the Client, who is obliged to assess the time registration form for accuracy and to sign it when agreed.
- 14.3 ADP shall send the Client a monthly invoice in which the Contractor's fee is itemized. The Client must pay this invoice to ADP, without a discount or set-off, within two weeks of the date that the invoice is sent.

- 14.4 Objections concerning the correctness of an invoice must be submitted to ADP in writing, with substantiation, within 14 days of the invoice date, failing which the Client shall be deemed to have consented to the entire invoice.
- 14.5 If the Client disputes the correctness of an invoice, it must nevertheless pay the non- disputed portion. Any right by the Client to claim a suspension (as referred to in Articles 6:52, 6:262 or 6:263 of the Dutch Civil Code) or a set-off is hereby expressly excluded.
- 14.6 After the payment period stated in Article 14.3 has lapsed, the Client shall be in breach without a notice of default being required. The Client shall then owe ADP interest of 1% per month on the amount still outstanding.
- 14.7 After the payment period stated in Article 14.3 has lapsed, ADP may immediately terminate the Assignment and immediately stop its work under the Assignment.
- 14.8 The Client shall pay both the legal and other costs to recover and collect the payments not (or not timely) received by ADP from the Client. The compensation for the other costs shall be set at least 15% of the principal sum owed.
- 14.9 Payments from the Client shall be applied first to pay the interest referred to in Article 14.6 which is owed by the Client and the legal and other costs referred to in Article 14.8 and shall then be subtracted from the oldest outstanding claim.
- 14.10 ADP may at any time demand that the Client furnish security for anything which the Client owes pursuant to the Assignment.

Article 15 - Applicable law and competent court

- 15.1 Dutch law shall apply to the Assignment Confirmation and these General Terms and Conditions.
- 15.2 Disputes ensuing from or relating to the Assignment Confirmation to which these General Terms and Conditions apply and disputes concerning these General Terms and Conditions shall be brought before the competent court in Amsterdam or, at ADP's sole discretion and if desired, the court within whose jurisdiction the Client has its residence or registered office.