

# General Terms of Delivery

Version: Jan-2024

## Table of Contents

### Introduction to the General Terms of Delivery

1. General
2. Payrolling

### General Terms of Delivery

Clause 1: Definitions

Clause 2: Scope

Clause 3: Offers

Clause 4: Contractual Formation

Clause 5: Recruitment & Selection

Clause 6: Prevention of Unacceptable Discrimination

Clause 7: Employee's Duty to provide Proof of Identity

Clause 8: The Contract for Professional Services and Making Employees Available

Clause 9: Termination of the Employment Contract

Clause 10: Remuneration and Reimbursement

Clause 11: Correct Provision of Information

Clause 12: Provision of Information by Client

Clause 13: Access to Mettom Portal

Clause 14: Liability

Clause 15: Working Conditions and Safety

Clause 16: Support in the event of Illness

Clause 17: Time Registration and Invoicing

Clause 18: Payment Terms

Clause 19: General Cost Increases

Clause 20: Prohibition of Transfer Posting/ Employment Abroad

Clause 21: Entering into a Direct Employment Relationship with the Employee

Clause 22: Short On-Call

Clause 23: Force Majeure

Clause 24: Confidentiality

Clause 25: Intellectual Property

Clause 26: Final Provisions

### Introduction to the General Terms of Delivery

## 1. General

These are the General Terms of Delivery (version and starting date 01-01-2024) of Mettom, with its registered office in Eindhoven and its principal place of business at Philitelaaan 57-109 in Eindhoven. These terms apply to all agreements you enter into with Mettom. Below is a brief explanation of the specific nature of payrolling, which is essential for a proper understanding of the clauses in the further terms of delivery.

## 2. Payrolling

Much of the content of these General Terms of Delivery can be traced back to the specific nature of payrolling. Payrolling involves three parties: the client, the employee and Mettom. For a proper understanding of the relationship between all parties involved and the how and why of these General Terms of Delivery, the following are important.

A special form of employment contract exists between the employee and Mettom whereby the employee is made available by Mettom to a client to perform work under their direction and supervision. So the employee is legally employed by Mettom. The main difference between payrolling on the one hand and temporary employment - as performed by most temporary employment agencies in the Netherlands - on the other hand, is that in the case of payrolling the recruitment and selection of the employee is performed by the client.

No employment contract exists between the employee and the client. However, the employee is actually employed by the client. Management and supervision of the work lies with the client.

There is a contract for professional services between the client and Mettom, based on which an employee is made available. This Contract for Professional Services is subject to these General Terms of Delivery.

## Clause 1: Definitions

In these General Terms and Conditions, the following definitions shall apply:

- 1.1. Mettom: the private limited company Mettom HRM B.V., Mettom at Work B.V., Mettom Horeca B.V., Mettom Connect B.V., Mettom Heroes B.V., Mettom Flow B.V., Mettom Werkt B.V. or Mettom Dienstverlening B.V., with its registered office in Eindhoven and its principal place of business/office at Philiteaan 57-109 in Eindhoven.
- 1.2. Employment Contract: the employment contract by which the employee is made available by Mettom to a client, within the scope of the profession or business of Mettom, in order to perform work under the supervision and management of the Client by virtue of an - in principle long-term – contract for services given to Mettom as well as an employment contract for apprentices (BBL contract) and work placement contract.
- 1.3. Employee: any natural person performing or to be performing work for a client through the intervention of Mettom.
- 1.4. Client: any natural or legal person who has entered into an agreement with Mettom regarding making staff available.
- 1.5. Hirer: any natural or legal person who has an employee perform work under their management and supervision and this employee has been recruited through the intervention of a client (definition 4. Client).
- 1.6. Contract for Professional Services: the written contract for services between Mettom and the Client based on which an employee is made available by Mettom to the client to perform work under the client's supervision and management.
- 1.7. e-UUR (e-HOUR): the online web portal, serving as a means for client and employee to register hours and expenses with Mettom, or possibly an alternative service provider to be designated by Mettom.
- 1.8. Mettom portal: the online environment, serving as a means for client and employee to view and amend HRM related matters regarding working at Mettom.

## Clause 2: Scope

- 2.1. These Terms and Conditions apply to all Mettom's offers, contracts for professional services and agreements, to the extent that they relate to making employees available to clients.
- 2.2. Clauses and agreements deviating from these General Terms and Conditions are only valid if agreed upon in writing.
- 2.3. Any purchase or other conditions provided by the Client shall not apply.
- 2.4. If one or more provisions of these General Terms and Conditions should be null and void or annulled, the Contract for Professional Services and the General Terms and Conditions shall remain in force in all other respects. The provisions that are not legally valid or cannot legally be applied shall be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.
- 2.5. These General Terms and Conditions shall also apply to future legal relationships between parties, unless these terms and conditions have been amended. In that case the new terms and conditions shall apply.
- 2.6. These General Terms and Conditions replace Mettom's General Terms and Conditions from a previous date.

## Clause 3: Offers

- 3.1. All offers made by Mettom are without engagement, unless the contrary has been expressly stated in a written offer.

#### Clause 4: Contractual Formation

- 4.1. A contract for professional services is only concluded when Mettom accepts the request for a contract for professional services.

#### Clause 5: Recruitment & Selection

- 5.1. Mettom is in no way in charge of the recruitment and selection of personnel by the Client.
- 5.2. Mettom shall not be liable if the Employee does not meet expectations and/or qualifications.
- 5.3. Mettom is not obliged to offer an employment contract to an employee proposed by the Client.

#### Clause 6: Diversity and inclusion

- 6.1. The Client is not permitted to make any impermissible discrimination between employees in terms of philosophy of life, race, gender, political preference, sexual orientation, or on any ground whatsoever. Client shall indemnify Mettom from any consequences of any unauthorised discrimination made by them.
- 6.2. In these general terms and conditions and in other statements and communications from Mettom, the masculine nouns him/he are used. This is only for the sake of brevity and for reasons of readability. The reader is free to read whatever (pro-)nouns the reader wishes herein.

#### Clause 7: Employee's Duty to provide Proof of Identity

- 7.1. The Client must verify the Employee's original proof of identity for authenticity and validity. Moreover, in connection with the aspect of mistaken identity, the Employee's identity should be verified. In addition, the Client should record a legible copy of the ID and the work permit (if applicable) in its own administration and send a legible copy of the ID and the work permit, together with the (digital) registration form, to Mettom.
- 7.2. The Client hereby authorises Mettom, or occasionally a Mettom certification body, to randomly check the above procedure at Client's location. Mettom shall not be responsible or liable for any fine that may be imposed on the Client under the Foreign Nationals (Employment) Act. Any fines imposed on Mettom in this context shall be borne by the Client.

#### Clause 8: The Contract for Professional Services and Making Employees Available

- 8.1. The Contract for Professional Services is entered into for an indefinite period of time.
- 8.2. Unless otherwise agreed upon in writing, the duration of the Contract for Professional Services is equal to the duration of the Employment Contract(s) that Mettom has entered into with the Employee(s) by virtue of the Contract for Professional Services.
- 8.3. Interim termination of the Contract for Professional Services is not possible, unless otherwise agreed upon in writing. There is one exception to this: if the Employment Contract between the Employee and Mettom includes a trial period and Mettom can still terminate the Employment Contract during this trial period, the Client may terminate the Contract for Professional Services during this trial period.
- 8.4. Termination of a Contract for Professional Services for an indefinite period of time can only take place by the first day on which Mettom can lawfully terminate the Employment Contract by giving notice.
- 8.5. Every Contract for Professional Services shall terminate without delay due to dissolution at the time when either party invokes the dissolution of the Contract for Professional Services because; the other party is in default, the other party has been liquidated or if the other party is declared bankrupt or has applied for suspension of payment. The loss/damage suffered by the Client as a result shall not lead to any liability for Mettom. As a result of the dissolution, Mettom's claims shall be immediately due and payable.

- 8.6. Client is obliged to inform Mettom if a situation as mentioned in clause 8.5 occurs.
- 8.7. The end of the Contract for Professional Services means the end of the secondment. Termination of the Contract for Professional Services by the Client implies the Client's request to Mettom to terminate the current secondment(s) by the date on which the Employment Contract is or will be legally terminated, or against which the Employment Contract is or will be legally dissolved, respectively.
- 8.8. The secondment/making the employee available ends ipso jure if and as soon as Mettom can no longer make the Employee available, due to the fact that the Employment Contract between Mettom and the Employee has ended, and this Employment Contract is not subsequently continued for the benefit of the same Client. In this case, Mettom does not imputably fail the Client, nor shall it be liable for any damages suffered by the Client as a result of this.
- 8.9. After termination of the Contract for Professional Services the Client will no longer admit the Employee concerned to their company, unless this is done after obtaining permission from Mettom, or on the basis of a legally valid employment contract entered into between Client and the former employee.

### Clause 9: Termination of the Employment Contract

- 9.1. Mettom shall inform Client of the termination of the fixed-term Employment Contract and ask Client if it may be extended. If Client does not respond in any way, it can be deemed that Client agrees to an extension of the Employment Contract which entitles Mettom to extend the Employment Contract with the Employee.
- 9.2. Should, upon termination of the Employment Contract, a claim have arisen against the Employee in connection with incorrect and/or untimely time registration provided by the Client, excess vacation days taken by order of the Client, or advance payments made by order of the Client, Mettom shall initially attempt to recover this claim from the Employee. Should the Employee continue to refuse to pay, dispute the claim, or claim to have insufficient financial capacity, Mettom shall invoice this claim to the Client and Client shall be liable to pay it.
- 9.3. Client shall indemnify Mettom against all costs and damages, both direct and indirect, resulting from the termination of the Employment Contract between Mettom and Employee. Client shall provide Mettom with all necessary support and information which Mettom indicates to need in the context of any legal proceedings to be conducted. Any litigation shall take place in close consultation with the Client.
- 9.4. If, upon termination of employment, an employee is entitled to payment of transitional compensation, the cost thereof shall be borne by the Client. Mettom will invoice the Client for the amount of the transitional compensation and the employer's contributions to be paid on the transitional compensation.

### Clause 10: Remuneration and Reimbursement

- 10.1. Prior to commencement of the Contract for Professional Services, the Client is obliged to inform Mettom about the Client's obligation to comply with any CAO (collective bargaining agreement) to which the Client would be bound with respect to its own employees.
- 10.2. Prior to commencement of the Contract for Professional Services, Client shall provide Mettom with the name of the position to be held as well as the remuneration amount, legal position and other employment conditions.
- 10.3. The Employee's hourly wages are always determined prior to the secondment in accordance with the Hirer's remuneration, legal position and other employment conditions..
- 10.4. The gross hourly wage is established as a result of consultation by the Client and is based on the remuneration that is given or will be given in the Client's company to permanent

- employees in the same position, of the same age and taking into account the same experience. This procedure is also followed with the determination of the other employment conditions, such as reimbursements and allowances.
- 10.5. If at any time it appears that the job description does not correspond to the actual job or that the Employee's remuneration does not match the weight of the position, the Client shall immediately notify Mettom, accompanied by a proposal to adjust the job title and/or remuneration.
  - 10.6. The job and/or grading may be adjusted during the Contract for Professional Services, if the Employee reasonably claims such adjustment by invoking the laws and regulations, collective bargaining agreement and/or Client's remuneration scheme.
  - 10.7. The Client shall inform Mettom of any changes to the Client's remuneration scheme in a complete and timely manner and in any case immediately upon becoming aware of any initial salary increase or of any changes to any collective bargaining agreement to which the Client would be bound with respect to any own employees.
  - 10.8. In the event that the client has its own remuneration scheme, such as a so-called salary house per position, the client will send this remuneration scheme in writing to Mettom..
  - 10.9. When the wage concept of the collective bargaining agreement applied by the Client is followed, this also applies to allowances, reimbursements, wage increases and ADV (working hour reduction).
  - 10.10. All costs for Mettom related to the overtime worked by the Employee, work on Saturdays, Sundays and holidays as well as all other costs related to irregularity allowances are due by the Client to Mettom as far as these costs have to be paid to the Employee by virtue of the CAO or Client's terms of employment. If at any time it is determined that the above allowances apply to the work performed by the Employee, Mettom shall correct the remuneration and the rate charged to the Client shall be adjusted, if necessary retroactively, and the Client shall owe the adjusted rate to Mettom. If there is an obligation to pay allowances, the Client shall be obliged to notify Mettom immediately. Mettom can never be held liable by the Client due to violation of the regulations applicable to allowances. If Mettom is held liable by the Employee or third parties for the violation of the allowance regulations, Mettom shall invoice the Client for any damages and the Client shall be liable to pay them.
  - 10.11. If it appears that an employee has been wrongly graded and this needs to be corrected retroactively, then the costs shall be invoiced to the Client and Client shall be liable to pay these.
  - 10.12. Employee shall, in addition to the above remuneration components, be entitled to all terms and conditions of employment as they apply under the collective bargaining agreement or employment conditions scheme followed or to be followed, including both primary and secondary terms of employment. Insofar as these are not listed and included in the clause 'charging structure' in the Contract for Professional Services, the costs arising therefrom will be passed on to the Client.
  - 10.13. If the Client wishes to provide a net expense allowance to the Employee, the Client shall be responsible for compliance with the maximum allowable untaxed allowances. Mettom has a best effort obligation to inform the Client about the maximum amount of the untaxed allowances. Should a net compensation have been provided in excess of the fiscally permissible, Mettom shall pass on the damage caused to the Client.
  - 10.14. If an employee receives reimbursements or benefits from Client that are not handled by Mettom's payroll administration, exceeding the 'free space' under the work-related costs rules, Mettom has to pay 80% final levy on the excess. This final levy will be invoiced by Mettom to the Client and Client is obliged to pay it.

### Clause 11: Correct Provision of Information

- 11.1. The Client shall ensure that all documents and information to be provided by the Client, which Mettom needs for the execution of the Contract for Professional Services, shall reach Mettom in due time and in the desired form.
- 11.2. Client guarantees the accuracy, completeness and reliability of the data provided to Mettom, even if they originate from third parties. In this context, the correctness of the Employee's employment history with the Client is emphasised, whereby not only the duration of the employment relationship is listed, but also the number of contracts. In addition, information regarding the Employee's sick leave and performance with the Client is essential. Sick leave of an employee who is sick or has been sick for 28 days prior to employment with Mettom must be reported to Mettom. Without Mettom's prior written consent, the Employee cannot be employed by Mettom.
- 11.3. The Client is obliged to comply with the legislation regarding working hours and working conditions (as determined in the legislation and regulations, as expressed in, among other things, the "Arbeidstijdenwet" and the "Arbeidsomstandighedenwet"), including the provisions in this regard contained in any applicable collective labor agreement with the client. The foregoing also concerns the provision of children (under 16) and young people (16 and 17 year olds). Working hours are further agreed between client and employee
- 11.4. If a motor vehicle or other means of transport (such as a bicycle) has been provided to the Employee, Mettom shall be notified in writing prior to the drawing up of the Employment Contract.
- 11.5. If a motor vehicle or other means of transport has been made available to the employee and there is a statement of no private use or exclusive business use by the employee, the employee is obliged to keep a consistent mileage registration to substantiate the correctness of this statement. The Client is obliged to support the accuracy of this journey administration and compliance with the obligations under the statements mentioned here, for example by means of office agendas, order slips, garage invoices, digital route planners, and/or any other forms of evidence acceptable to the Dutch Tax Authorities. This is based on the provisions in this regard in the applicable Wage Tax Handbook as published by the Tax Authorities.
- 11.6. Should, during the Employment Contract, a motor vehicle or other means of transport (such as a bicycle) still be made available to the Employee, Mettom shall be informed of this immediately in writing by the Client. The following information will at least be provided: make, type, year of construction, registration number, catalogue value including VAT and BPM (private motor vehicle and motorcycle tax).
- 11.7. Any damages and/or costs for account of Mettom, caused by any failure to comply with subclauses of this article which cannot be recovered from the Employee, shall be charged by Mettom to the Client and Client shall be held to pay them.

### Clause 12: Provision of Information by Client

- 12.1. The Client shall adequately inform Employee about the sharing of documents and (personal) data regarding Employee with Mettom in the context of legal employership by Mettom.
- 12.2. For the processing of Employee's (personal) data within the scope of its duties and obligations as legal employer, Mettom shall be the independent data controller.

### Clause 13: Access to Mettom Portal

- 13.1. Mettom shall make personal data of the Employee available to the Client through the Mettom Portal for the duration of the contract. Client is responsible for the proper handling of the login details. As soon as the Client suspects that someone else is using the login data illegally, the Client is obliged to inform Mettom of this immediately. Client shall also be responsible for keeping all persons authorised to access the Mettom portal on behalf of Client up to date.

- 13.2. Any damages and/or costs for account of Mettom, caused by any failure to comply with subclause 13.1 shall be charged by Mettom to the Client and the Client shall be held to pay them.

#### Clause 14: Liability

- 14.1. Mettom shall perform its duties to the best of its ability, exercising the care that can be expected of Mettom. If an error is made because Client has provided them with inaccurate or incomplete information, Mettom shall not be liable for the resulting damages.
- 14.2. Client shall be liable for all damages to property of or to the person of Mettom due to acts or omissions of the Employee that have any connection with the work performed by them.
- 14.3. Mettom is not bound to compensate any damage of whatever nature, direct or indirect, caused to the Employee or to goods or persons at or belonging to the Client or any third party, which damage is caused as a result of making the Employee available, termination by, and any act or omission of the Employee, the Client itself or any third party, including entering into commitments by the Employee. Client shall be bound to fulfil all obligations entered into by the Employee on its behalf.
- 14.4. Client shall indemnify Mettom against all claims for damages.
- 14.5. In the unlikely event that Mettom should be liable, Mettom's liability for any direct damages shall in any case be limited to the amount or amounts, to which the general liability insurance taken out by Mettom gives claim (max € 2,500,000 per claim). This damage limit applies to all damages to Client together resulting from Mettom's actions or omissions. Mettom shall never be liable for indirect damages, including consequential damages to the Client or a third party, such as damages consisting of lost profits or reduced revenues.
- 14.6. Client is obliged to take out full liability and damage insurance for all direct and indirect damages referred to in subclauses 2 and 3 of this clause. Upon Mettom's request, Client shall be obliged to provide a copy of the proof to Mettom.
- 14.7. If, according to the applicable CAO, the Client is obliged to take out collective accident and/or death risk/life insurance, the Client is obliged to take out such insurance and register the Employees made available by Mettom on the relevant policy.
- 14.8. Any damages and/or costs for the account of Mettom, caused by any failure to comply with subclauses 14.6 and 14.7 shall be charged by Mettom to the Client and Client shall be obliged to pay them.
- 14.9. Mettom shall be entitled to take measures to prevent or limit any damage at all times. The costs related to this right shall be borne by the Client.

#### Clause 15: Working Conditions and Safety

- 15.1. The Client shall ensure that it has all documents and permits which it is required by law to have in connection with the Employee's employment.
- 15.2. The Client will employ the Employee in accordance with the stipulations agreed at the time of registration, in the Contract for Professional Services and in these General Terms and Conditions.
- 15.3. The Client shall provide information to Mettom and to the Employee prior to the commencement of the work, regarding the specifics of the position to be taken.
- 15.4. The Client shall behave in the same careful manner with respect to the Employee when exercising supervision or management, as well as with respect to the execution of the work, as it is bound to do with its own employees. In particular, the Client shall at all times be obliged to comply with its duty of care as referred to in Article 7:658 of the Dutch Civil Code.
- 15.5. The Client is obliged to inform the Employee before the commencement of the work with the Client about the required (professional) qualifications for the work to be commenced and any health and safety risks present and how to deal with them.



- 15.6. If the Employee should suffer an industrial accident or an occupational disease, the Client shall inform the competent authorities and Mettom without delay and shall ensure that a report is drawn up without delay, in which the circumstances of the accident are laid down in such a way that it can be ascertained with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent such an industrial accident or occupational disease.
- 15.7. Client is and will remain responsible for any obligation to draw up and maintain an RI&E.
- 15.8. At Mettom, integrity and safety are of paramount importance. If a wrongdoing occurs in this area, the client will endeavor to resolve this wrongdoing with the employee. If the employee deems it necessary, Mettom would like to refer to the whistleblower scheme, which describes how reports of abuse are handled via [mettom.nl/klokkenluidersregeling](https://mettom.nl/klokkenluidersregeling).
- 15.9. If a confidentiality clause is included in the employment contract with the employee, reports made by the employee under the whistleblower scheme to the parties described therein will be excluded from this confidentiality clause. However, this is done on the basis of confidentiality and only insofar as it concerns information that is important for the report. Mettom will ensure that any third party involved in this will also be bound to confidentiality of this information.

#### Clause 16: Support in the event of Illness

- 16.1. If the Employee is sick for a longer period of time, Mettom shall support the Employee during their illness and, if possible, reintegration. Mettom may contact the Client to investigate the options for reintegration within the Client's organisation. The Client shall provide Mettom with the information necessary for this purpose. If, in Mettom's opinion, reintegration of the Employee into adapted or other suitable work with the Client is possible, the Client shall fully cooperate with the reintegration.
- 16.2. If there is a disability determined by the company doctor which is the result of a conflict between the client and the employee or another work-related cause, the hours of the working hours will be charged to the client, even after the period of the agreed deductible Client's own risk, as well as the costs of the reintegration process. This can also include a situation in which a work-related reason for absenteeism coincides with a non-work-related reason for absenteeism.
- 16.3. If there is such a friendly or family bond between the employee and the client whereby Mettom's services have the purpose or ancillary effect that the employee is or becomes liable for social insurance, Mettom retains the option to charge the agreed working hours even after the period of the agreed deductible client's own risk to the client, as well as the costs of the reintegration process.

#### Clause 17: Time Registration and Invoicing

- 17.1. Salary payments will be made on the basis of time sheets provided by the Client in accordance with the salary calendar. The time registration provided by the Client is binding as soon as it is received by Mettom. If a fixed number of hours is agreed upon with the Employee, Mettom is entitled to invoice this fixed number of hours to the Client. Mettom shall be entitled to invoice employees' hours to the Client on a weekly, 4-weekly, or monthly basis.
- 17.2. Time registration takes place through the web portal e-UUR, or an alternative to be designated by Mettom.
- 17.3. The Client is responsible for the correct and comprehensive completion of the time registration sheets and is obliged to ensure that the Employee's details are entered correctly and truthfully, such as: the number of hours worked, overtime hours, irregular hours, the other hours for which the hourly rate is due as a result of the Contract for professional Services and conditions, any allowances and any expenses actually incurred.

- 17.4. Client shall ensure that the time sheets are submitted to Mettom correctly and on time, whereby the Client shall also ensure approval by both the Client and Employee. Client is responsible for the consequences of any incomplete or untimely submission of time registration sheets.
- 17.5. If the Employee disputes the time sheets provided by the Client, Mettom is entitled to determine the hours in accordance with the Employee's statement, unless the Client can prove that the data provided by it are correct or that the Employee has already approved the time sheets provided by the Client. If an employee claims the legal increase pursuant to Article 7:625 of the Dutch Civil Code, or the legal interest pursuant to Article 6:119 of the Dutch Civil Code, due to the failure to comply with subclause 3, such damage shall be charged directly to the Client. Mettom shall be entitled, in case of such failure to perform, to limit damages and to reasonably estimate the time worked, or to process the incomplete time registration.

### Clause 18: Payment Terms

- 18.1. The Client shall be obliged to authorise Mettom to debit the amounts due to Mettom by the Client from its Dutch bank or giro account by direct debit. As long as the Client uses Mettom's services, the Client shall not be entitled to withdraw this authorisation at any time without Mettom's prior written consent.
- 18.2. By giving a direct debit authorisation, the Client commits to refrain from retransfer, reversal or otherwise undoing the collection by Mettom. This clause shall not apply if the amount collected does not correspond to the submitted time registration via e-UUR and the applicable conversion factor.
- 18.3. The amounts owed by the Client will be collected 2 days after the date of dispatch of the relevant invoices. The Client must always ensure sufficient balance in its bank or giro account to enable the direct debit to be executed.
- 18.4. From the first day after expiration of the payment term, the Client shall be legally in default and owe an interest of 1% per calendar month over the outstanding amount, whereby a part of a month is counted as a full month. The invoice sent by Mettom to the Client is full proof of the interest being due and the day on which the interest calculation starts.
- 18.5. If part of the invoice is paid through the G account, the Client undertakes to transfer this part of the invoice to Mettom's account within 8 days. Mettom shall be entitled to collect the G-account portion in the normal manner and in the regular bank account, as soon as Mettom's claim against the Client remains outstanding for 28 days or more.
- 18.6. Mettom is obliged to ensure timely payment of payroll tax and social security contributions.
- 18.7. Only payments to Mettom shall serve to discharge. Payments by the Client to an employee, under any title whatsoever, are non-binding towards Mettom and cannot be a ground for debt discharge or set-off.
- 18.8. If the Client disputes the invoice in whole or in part, Client shall notify Mettom in writing within 14 calendar days after the invoice date, giving precise reasons. The burden of proof regarding timely dispute of the invoice rests with the Client. Contestation of the invoice shall not release the Client from its payment obligation.
- 18.9. The Client shall not be entitled to offset the invoice amount, regardless of whether or not he contests it, with any counterclaim, rightly or wrongly alleged, and/or to suspend payment of the invoice.
- 18.10. In the event of any reversal of the second collection order by the Client's bank, or by the Client itself, the Client undertakes, upon Mettom's request, to take over the Employment Contract with the Employee at equivalent terms and conditions of employment and legal status of the Employee concerned.

- 18.11. All judicial and extra-judicial (collection) costs, as well as any reversal costs, incurred by Mettom as a result of the Client's failure to fulfil its obligations under this clause, shall be borne entirely by the Client.

#### Clause 19: General Cost Increases

- 19.1. If during the term of a contract for professional services, the remuneration of an employee is to be increased, for instance as a result of a change in the provisions of the collective bargaining agreement (CAO) in force with the Client or the Hirer, in law and/or in the internal regulations which apply in the Client's company, or as a result of any (other) governmental measure, the aforementioned increase will be incorporated in the rate.
- 19.2. If the adjustments from subclause 1 have to be made retroactively, the costs thereof will be passed on to the Client.
- 19.3. If the employer's share in contributions or in other social charges under social insurance laws or under legislation or if other contributions to be paid by Mettom under e.g. the collective bargaining agreement, compulsory pension schemes or to cover risks previously covered by social insurance laws are increased, Mettom is free to increase the rate by the full amount thereof and/or proportionally thereto, starting from the time of such increases and in that case, such increase or increase shall be due by the Client accordingly.

#### Clause 20: Prohibition of Transfer Posting/ Employment Abroad

- 20.1. It is prohibited for the Client to make an employee available to third parties, unless the Client has Mettom's prior written consent to do so.
- 20.2. It is prohibited for the Client to post an employee seconded to them outside the Netherlands without prior written consent from Mettom. In order to obtain this consent, Mettom must be notified in writing in which country and place the work will be performed, together with the (estimated) duration of the work. Client shall immediately return the Employee to the Netherlands if Mettom withdraws its consent to the Client to perform such work.
- 20.3. Any damages, fines and/or costs for the account of Mettom, caused by any failure to comply with subclauses 20.1 and 20.2, shall be charged by Mettom to the Client and Client shall be liable to pay them.

#### Clause 21: Entering into a Direct Employment Relationship with the Employee

- 21.1. As long as the Contract for Professional Services has not been terminated by legally valid cancellation, the Client is not entitled to enter into a direct employment relationship with the Employee.
- 21.2. In case the Client and the Employee wish to enter into a direct employment relationship instead of an employment contract through Mettom, Mettom shall cooperate in the interim termination of the Contract for Professional Services if and to the extent that the request for the interim termination of the Contract for Professional Services takes place at the request of both the Client and the Employee and Mettom is informed in writing no later than 10 days prior to the intended effective date of the direct employment.

#### Clause 22: Short On-Call

- 22.1. If a scope of work of fewer than 15 hours per week has been agreed upon with the Employee and the times at which the work is to be performed have not been fixed, or if the scope of work has not or not unambiguously been agreed upon, the Client shall be held to pay Mettom per call at least the hourly rate calculated over three hours worked.
- 22.2. This equals the situation where an employee is called for an unspecified number of hours and actually appears at the agreed time and place, but is not given the opportunity to perform work by the Client.

### Clause 23: Force Majeure

- 23.1. Mettom shall not be liable for not, not correctly or not timely fulfilling its obligations under the Contract for Professional Services in case of force majeure and shall not be bound to compensate any damages in case of force majeure. Force majeure shall mean any circumstance beyond Mettom's control, which temporarily or permanently prevents the fulfilment of the contract, and which should not be at its own risk, neither by law, nor by the standards of reasonableness and fairness.
- 23.2. Force majeure shall in any case include incapacity for work or death of the Employee, disrupted labour relations, vacation or leave of the Employee and termination of the Employee's contract of employment.
- 23.3. As far as not already included, force majeure also includes strike, occupation, blockades, embargo, governmental measures, war, revolution and/or any similar situation, power failures, failures in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as extensive illness of epidemiological nature of staff.
- 23.4. As soon as Mettom experiences a force majeure situation as referred to in the first subclause of this clause, it shall notify the Client of this.

### Clause 24: Confidentiality

- 24.1. Neither Mettom nor the Client shall use any confidential information of or about the other party, its activities and relations, which has come to their knowledge as a result of the Contract for Professional Services, for their own profit or to disclose to third parties, unless - and then only as far as - disclosure of such information is necessary for the proper execution of the Contract for Professional Services or they have a legal duty to disclose.
- 24.2. Upon the Client's request, Mettom shall oblige the Employee to observe secrecy regarding all that becomes known to them or is perceived by them while performing the work, unless the Employee has a legal duty to disclose. If Mettom has agreed to a confidentiality clause with the Employee, Mettom shall not be liable for any fine, penalty or any damages resulting from the violation of such confidentiality obligation by the Employee.
- 24.3. The client is free to directly impose a confidentiality obligation on the Employee. The client shall inform Mettom of its intention to do so and provide a copy of the declaration/agreement made in this regard to Mettom. Mettom shall not be liable for any fine, penalty or any damages incurred by the Client as a result of the Employee's breach of such confidentiality obligation.

### Clause 25: Intellectual Property

- 25.1. Upon the Client's request, Mettom shall have the Employee sign a written statement in order to ensure or promote, as far as necessary and possible, that all intellectual and industrial property rights to the results of the Employee's work are or will be transferred to the Client. If Mettom owes compensation to the Employee or otherwise incurs costs in this respect, the Client shall owe Mettom equal compensation or costs.
- 25.2. The Client shall be free to enter into an agreement directly with the Employee or to submit to them a declaration for signature regarding the intellectual and industrial property rights referred to in subclause 1. Client shall inform Mettom of its intention to do so and provide Mettom with a copy of the agreement/statement made in this respect.
- 25.3. Mettom shall not be liable to the Client for any fine or penalty which the Employee forfeits or any damage suffered by the Client as a result of the fact that the Employee invokes any right of intellectual and/or industrial property, or as a result of the fact that the Employee fails to fulfil any obligations agreed upon with Mettom and/or the Client in this respect.

### Clause 26: Final Provisions

- 26.1. All agreements between the Client and Mettom to which these General Terms and Conditions apply shall be governed by Dutch law.
- 26.2. When using Mettom's documentation, communications and statements in a language other than the Dutch language, the Dutch terminology, purpose or scope as originally drawn up or intended by Mettom shall prevail.
- 26.3. If any provision of these terms and conditions is void or is annulled, the other provisions of these terms and conditions will remain in full force and effect and the parties will enter into consultations in order to agree on new provisions to replace the void or annulled provisions, whereby as much as possible the purpose and scope of the void or annulled provision will be taken into account.
- 26.4. In case of disagreement about the interpretation of the Contract for Professional Services and/or its terms, parties shall try to reach a solution in good consultation.
- 26.5. The court in the District of 's-Hertogenbosch shall have exclusive jurisdiction concerning all disputes between the Client and Mettom, on the understanding that Mettom shall have the right to bring an action against the Client before any court which would have jurisdiction over disputes between the Client and Mettom in the absence of the above choice of forum.
- 26.6. Mettom/ Employer reserves the right to amend or supplement the General Terms and Conditions. Changes may be made at any time and, depending on the impact of the changes, shall be discussed (in advance) with the Client.
- 26.7. These General Terms and Conditions have been filed by Mettom HRM B.V. at the Chamber of Commerce in Eindhoven under number and date 4-1-2024.