

## THE GENERAL TERMS & CONDITIONS 2025.1 FOR PEOPLE2.0'S DUTCH UMBRELLA COMPANY SERVICES

### 1 DEFINITIONS

- a. **"Assignment Agreement"** means the agreement between People2.0 and Client to confirm the provision of Services, the Personnel assigned to Client to perform Work, the applicable Collective Labor Agreement ("CLA") or employment conditions at Client, and the Hire Rate, subject to the Terms.
- b. **"Candidate(s)"** means every natural person recruited and selected by Client with whom People2.0 may enter into a Payroll Employment Contract. Upon the execution of the Payroll Employment Contract, the Candidate shall be considered Personnel.
- c. **"Client"** or **"Hirer"** means the legal entity entering into an Assignment Agreement for which People2.0 shall provide Services, and under whose supervision and control Personnel shall perform Work.
- d. **"EU-Worker"** means Personnel who is a citizen of the European Union (the "EU") and performs Work in the EU.
- e. **"Highly Skilled Migrant"** means Personnel who meets the age and salary standards as prescribed by the Implementation Decree of the Foreign Nationals (Employment) Act (Besluit Uitvoering Wet Arbeid Vreemdelingen) and followed by the Dutch Immigration and Naturalization Service ("IND"). These standards may be updated annually.
- f. **"Hire Rate"** means the labour costs such as the Remuneration and the related payroll taxes and national insurance contributions, increased with a People2.0 fee plus, if applicable, various surcharges, as outlined in the Assignment Agreement, that People2.0 charges to Client for the hire of Personnel.
- g. **"Local Affiliate"** means a Dutch entity that is under common control with People2.0 and has the WAADI registration.
- h. **"Personnel"** means a natural person who is an EU Worker or Highly Skilled Migrant recruited and selected by Client, and with whom People2.0, upon introduction, concludes a Payroll Employment Contract to (temporarily) perform Work for Client on an exclusive basis.
- i. **"Payroll Employment Contract"** means the employment contract within the meaning of article 7:692 of the Dutch Civil Code (the "DCC"), not subject to the NBBU Collective Labour Assignment Agreement ("NBBU CLA") that People2.0 enters into with Personnel to exclusively perform Work for Client pursuant to an Assignment Agreement.
- j. **"Remuneration"** means the Personnel's gross base salary, either as hourly wage or a fixed monthly wage, holiday pay, and national holidays.
- k. **"Services"** means based on its business operations, the provision of Personnel and related employer of

record services to Client subject to the Terms and any Assignment Agreement.

- l. **"Terms"** means collectively 1) these general terms and conditions for Dutch Umbrella Company Services which can be downloaded and saved for each Party's reference at any time (the **"DUC Terms"**) and 2) general terms and conditions of the NBBU which can be downloaded and saved for each Party's reference at any time (the **"NBBU Terms"**). The DUC Terms and the NBBU Terms form an integral part of the Assignment Agreement.
- m. **"Work"** means the specific work to be (temporarily) performed by Personnel under supervision and control of Client, and for which Personnel is recruited and selected by Client.

### 2 NATURE AND SUBJECT OF THE ASSIGNMENT AGREEMENT

- 2.1 The Assignment Agreement is a contract for laying down the terms and conditions under which People2.0 shall perform its Services to Client. The Parties hereby declare that they expressly do not intend to enter into an employment contract with each other.
- 2.2 Personnel shall be made available by People2.0 to Client on an exclusive basis, unless instructed otherwise in writing by Client. A placement will be established under the conditions specified in the Assignment Agreement and the Terms.
- 2.3 This Assignment Agreement consists of;
  - 2.3.1 the terms and conditions set out in an assignment agreement;
  - 2.3.2 these DUC Terms which can be downloaded here and saved for each Parties' reference at any time
  - 2.3.3 the **NBBU Terms** which can be downloaded and saved for each Parties' reference at any time,
 each forming an integral part to the Assignment Agreement. In the event of a conflict between the terms of the documents referred to in this article 2.3, the order of precedence shall be the same as in which the documents are listed above.
- 2.4 The Assignment Agreement will automatically come into effect when Client allows Personnel to commence the Work under its supervision and control.
- 2.5 People2.0 may assign their rights and obligations under an Assignment Agreement to their Local Affiliates or successors in business.

### 3 ACCEPTANCE OF PERSONNEL BY PEOPLE2.0

- 3.1 People2.0 offers a Payroll Employment Contract to a Candidate, upon which that Candidate shall be

- considered Personnel, if:
- 3.1.1 the Candidate has demonstrably been recruited and selected by Client;
  - 3.1.2 the Candidate has the relevant residence and/or work permit submitted to People2.0;
  - 3.1.3 all the information required by People2.0 with regard to the Candidate and the Assignment Agreement has been, at the discretion of People2.0, properly submitted and completed by Client;
  - 3.1.4 Client meets the creditworthiness requirements determined by People2.0;
  - 3.1.5 the Assignment Agreement has been signed unaltered by a duly authorized representative of Client; and
  - 3.1.6 People2.0 does not (yet) consider there to be sufficient grounds not to offer a Payroll Employment Contract.
- 3.2 People2.0 may suspend its obligations under this Assignment Agreement, and withdraw any Personnel from performing Work, in the event that the
- 3.2.1 Client is in breach of an Assignment Agreement;
  - 3.2.2 Personnel is in breach of its Payroll Employment Contract;
  - 3.2.3 Client is, or likely will be, granted a suspension of payment, filing (or filled against) for a petition of bankruptcy or liquidation, dissolved, liquidated, insolvent, or to cease to carry out its business;
  - 3.2.4 Services would infringe statutory provisions, in particular the Dutch Working Conditions Act (the "Dutch WCA"), Equal Treatment Act, and the Dutch Foreign Nationals Employment Act (the "Dutch FNEA"), intellectual property rights or data protection laws; and/or
  - 3.2.5 Personnel should display whilst performing the Work any technical incompetence, unsuitability or unprofessional conduct or should conduct themselves in a manner likely to jeopardise People2.0's good standard.
- 3.3 Notwithstanding the aforementioned, People2.0 will at all times be at liberty, at its sole discretion, to refuse to enter into a Payroll Employment Contract with a Candidate or to terminate a Payroll Employment Contract with Personnel, without being liable for compensation (for losses) to Client as a consequence.
- 4 PEOPLE2.0 OBLIGATIONS**
- 4.1 People2.0 warrants and covenants to
    - 4.1.1 remain NEN 4400 certified;
    - 4.1.2 keep the WAADI registration; and
    - 4.1.3 remain affiliated with the NBBU and continue to apply the NBBU CLA, unless People2.0 joins the ABU in which case People2.0 shall inform Client thereof in writing.
- 4.2 Without prejudice to article 3 of these DUC Terms, People2.0 will be the legal employer of Personnel and will, provided that Client complied with the obligations and warranties outlined in articles 5 and 6 of these DUC Terms, be responsible for
- 4.2.1 checking and keeping record of the identity documents of Personnel in accordance with applicable law;
  - 4.2.2 checking and keeping record of the (work/residence) permit documents of Personnel, if applicable;
  - 4.2.3 providing a Payroll Employment Contract to Personnel in accordance with applicable law;
  - 4.2.4 engage Personnel in accordance with applicable law;
  - 4.2.5 paying wages, holiday allowance and public holidays in accordance with applicable law;
  - 4.2.6 withhold and pay, in accordance with applicable law, the taxes, national or social insurance contributions applicable to Personnel and Services arising as a result of an Assignment Agreement, to the appropriate authorities; and
  - 4.2.7 invoicing all worked hours, other remunerations, expenses, and fees to Client.
- 4.3 People2.0 shall be liable for, and shall indemnify Client and hold Client harmless from and against any damages, claims (including third-party claims), fines, penalties, or costs, including reasonable legal fees ("**Client Losses**"), arising out of or resulting from an attributable breach, whether by act or omission, by People2.0 of any obligation, warranty, or covenant set forth in this article 4, except in the event and to the extent that such Client Losses are a result of negligence or wilful misconduct of Client.
- 5 PARTIES' REPRESENTATIONS AND WARRANTIES**
- 5.1 Each Party represents that
- 5.1.1 it has full authority to enter into and perform its obligations under the Assignment Agreement;
  - 5.1.2 the Assignment Agreement, and any annex and/or amendment thereto, is executed by its duly authorized representative;
  - 5.1.3 its obligations under the Assignment Agreement will be performed by appropriately experienced, qualified, competent, trained, and efficient staff and in accordance with standard industry practice;
  - 5.1.4 it holds the licenses and insurances as required by applicable law to perform its obligations under the Assignment Agreement; and
  - 5.1.5 there are no actions, suits or proceedings or regulatory investigations against or affecting it that might affect its ability to

- meet and carry out its obligations under the Assignment Agreement.
- 5.2 Each Party agrees and warrants that it shall not engage in any activity, practice, or conduct which would constitute an offense under any applicable anti-bribery and anti-corruption laws, including but not limited to the Bribery Act 2010. Each Party shall:
- 5.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;
- 5.2.2 establish, maintain, and enforce their own policies and procedures to ensure compliance with these laws;
- 5.2.3 promptly notify the other Party in writing if they become aware of any breach or suspected breach of this article 5; and
- 5.2.4 ensure that any natural or legal person associated with them who is performing obligations in connection with this Assignment Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Party under this article 5.
- 5.3 Each Party (the "Indemnifying Party") shall indemnify and hold the other Party, their directors, representatives, officers, and staff (the "Indemnified Party"), harmless from and against, liabilities, (third-party) claims, including but not limited to claims from Personnel, government/tax authorities or bodies, damages, losses, fines, penalties, or costs, including but not limited to collection cost, audit/inspections fees, and reasonable legal fees ("**Losses**"), arising from or in connection with a breach, whether by act or omission, of Indemnifying Party's obligation under this article 5, except in the event and to the extent that such Losses are a result of gross negligence or wilful misconduct of the Indemnified Party.
- 6 CLIENT'S OBLIGATIONS, WARRANTIES AND COVENANTS**
- 6.1 Client is obligated, and shall warrant and covenant
- 6.1.1 to select Candidates;
- i. solely on the basis of their qualities and skills on the one hand, and the Work requirements on the other, and who are appropriately experienced, qualified, competent, and trained in accordance with standard industry practice for the Work under the Assignment Agreement;
- ii. without any form of discrimination, either directly or indirectly, in relation to, for instance, race, religion, gender and/or disability, unless such selection is made within the framework of a target group policy that is permitted by law; and
- iii. that have freely chosen to seek employment and are not subjected to coercion, exploitation, or trafficking, and are recruited and selected in full compliance with all applicable local, national, and international human trafficking legislation.
- 6.1.2 that after it has introduced a Candidate, it will ensure that any information about Candidate, as required by and for People2.0 to enter into a Payroll Employment Contract, will be completely, correctly and truthfully provided to People2.0 in due time;
- 6.1.3 that it will inform People2.0 in a timely manner of any
- i. prior or present engagements with Personnel.
- ii. changes related to the employment of Personnel, including but not limited changes in Personnel's job title the Work, place of Work, or changes related to the home address of Personnel, or and any other changes related to the status of Highly Skilled Migrant before they come into effect
- 6.1.4 to determine Personnel's ID using original identification cards and will send a copy of this identification, dated, stamped with client's company name, signed by the company representative to People2.0 before Work starts, or in the event applicable, the start date of the immigration process, whichever comes first;
- 6.1.5 to adhere to the Dutch WCA, and as such,
- i. provide People2.0 with a proper Risk Inventory & Evaluation assessment for the Work and Place of Work, prior to the commencement of the Assignment Agreement. The Risk Inventory & Evaluation assessment will be added to the Assignment Agreement;
- ii. provide Personnel with the adequate equipment, gear, and protection in order to perform Work in a safe manner;
- iii. immediately notify People2.0 in writing of any incidents suffered or caused by Personnel at the Work location;
- 6.1.6 to adhere to the Dutch FNEA, if applicable, and as such, continue to pay People2.0's invoices for Personnel's salary at all times for at least the salary criterion for Highly Skilled Migrants during the course of the Payroll Employment Contract, pursuant to article 1d section 1 and 3 of the Implementation Decree of the Dutch FNEA;
- 6.1.7 to inform People2.0 in each Assignment Agreement about the applicable hirer remuneration, and after the conclusion of the Assignment Agreement about any changes to the applicable hirer remuneration in writing;
- 6.1.8 that it will under no circumstances allow Personnel to perform Work before this Assignment Agreement and relevant

- Assignment Agreement have been duly executed and the requirements thereof
- 6.1.9 has signed its Payroll Employment Contract;
  - 6.1.10 to manage and supervise Personnel at Work and the Work itself;
  - 6.1.11 to approve worked hours and allowances, if applicable, in full and in good time;
  - 6.1.12 to pay all of People2.0's invoices in full and in due time; and
  - 6.1.13 to promptly provide People2.0 with any information, records, administration, and documentation in relation to or necessary in order to comply with an audit request and/or compliantly perform Services, upon People2.0's initial request;
  - 6.1.14 that it will under no circumstances assign any of its obligations, warranties, or covenants under the Terms to a third party without the prior written consent of People2.0;
  - 6.1.15 that its intellectual property rights do not infringe any third party rights; and
  - 6.1.16 to immediately notify People2.0 in writing of any factual and legal changes in its business or in the business of Client which are relevant to perform Services.
- 6.2 Client will ensure that the default risk applicable to it will never exceed the insured credit limit applicable to Client in question. People2.0 will inform Client concerning the level of the applicable credit limit. If Client's credit default insurance lapses due to the fact that it has exceeded the credit limit and/or if the credit insurer withdraws cover, and Client nevertheless allows Personnel to perform Work, the default risk will be borne by Client and the costs incurred as a result of exceeding the set limit with regard to the relevant Client will be recovered from Client. People2.0 reserves the right to offset any such costs against outstanding payments due to Client.
- 6.3 Client shall indemnify People2.0 and hold People2.0, its directors, representatives, officers, and staff, harmless from and against any liabilities, (third-party) claims, including but not limited to claims from Personnel, government/tax authorities or bodies, damages, losses, fines, penalties, or costs, including but not limited to collection cost, audit/inspections fees, and reasonable legal fees ("P20 Losses"), arising from or in connection with a situation as referred to in article 11.7, and/or a breach, whether by act or omission, of applicable legislation or this article 6, except in the event and to the extent that such P20 Losses are a result of gross negligence or wilful misconduct of People2.0.
- 7 HIRE RATE**
- 7.1 The Hire Rate is determined in the Assignment Agreement.
  - 7.2 Notwithstanding People2.0's right to charge the actual costs, the additional charges that, if
- have been fulfilled, or before Personnel
- applicable, are invoiced and paid by Client in addition to the Hire Rate, either separately, cumulatively or combinedly, include, among others:
    - 7.2.1 a hire's remuneration surcharge, as included in the Assignment Agreement;
    - 7.2.2 an additional leave surcharge depending on Personnel's wage, as included in the Assignment Agreement;
    - 7.2.3 an indefinite period Payroll Employment Contract surcharge to be determined by People2.0 in the event Personnel is offered or entitled to a Payroll Employment Contract for an indefinite period;
    - 7.2.4 a pension surcharge depending on Personnel's wage and employment conditions, as determined in the Assignment Agreement; and/or
    - 7.2.5 a payment term surcharge as determined in the Assignment Agreement, if applicable.
- 7.3 People2.0 reserves the right to change the base factor or any applicable surcharges or reduce charges at any time at its sole discretion and shall provide Client in advance with a written notification of such changes. In any event, Client shall receive from People2.0 an annual written update of the Hire rate.
- 8 INVOICING & PAYMENT**
- 8.1 Client authorizes People2.0 to automatically collect payments from the Client's designated bank account, as set forth in the Assignment Agreement, for any payments due under this Agreement, including nett payments and cost compensation. Client agrees to provide and maintain accurate bank account details to facilitate this process. In the event of any changes to the bank account information, Client shall notify People2.0 in writing at least 10 (ten) business days prior to the next scheduled debit. Failure to provide updated information may result in delays or additional charges.
  - 8.2 In the event the Parties agree to no automatic payment collection by People2.0, People2.0 shall issue monthly invoices to Client for the Services rendered in the month to which the invoice pertains. The invoice amount shall be determined based on the Hire Rate.
  - 8.3 Client shall pay all invoices in full and without delay within 14 days as of the invoice date, without any set off or deduction. In the event the Parties agree so in the Assignment Confirmation, Client may pay a maximum of 25% of the invoiced amount to People2.0's G-account.
  - 8.4 In the event of a late payment by Client, Client shall be in default by operation of law with effect from the due date of the invoice in question, and People2.0 shall have the right to charge a late payment interest and terminate the related

- Assignment Confirmation, as well as the Payroll Employment Contract, with immediate effect, in accordance with applicable law and regulations. Any cost, including collection costs and legal fees, both in and out of court, arising from or in connection with the late payment by Client or the termination of the Payroll Employment Contract shall be borne by Client.
- 8.5 Any disputes in respect of the invoices must be submitted by Client to People2.0 in writing within 5 working days as of the invoice date, stating the disputed part of the invoice and the ground(s) of dispute. Disputes arising or notified after this period will not be handled by People2.0 and do not release the Client from full payment of the invoice. The Parties shall use their best efforts to resolve the dispute promptly. All undisputed amounts shall be paid in accordance with the payment term as set forth in article 8.3 above.
- 8.6 Upon signature of the Agreement by the Parties, People2.0 may invoice Client a one-time, non-refundable set-up fee (the "Set-Up Fee"), as specified in the Assignment Confirmation. Client shall make payment to People2.0 of the invoiced Set-Up Fee within the number of business days of the invoice date as identified in the Assignment Confirmation.
- 8.7 Upon signature of each Assignment Confirmation by the Parties, People2.0 may invoice Client for a deposit (the "Deposit") as specified in the Assignment Confirmation. Client shall make payment to People2.0 of the invoiced Deposit within the number of business days of the invoice date as identified in the Assignment Confirmation. People2.0 shall hold the Deposit on account until People2.0 has received full and final settlement of all invoices or any losses relating to Personnel's engagement with People2.0, at which time People2.0 shall refund the amount in full. Upon providing written notice to Client, People 2.0 may credit the Deposit against People2.0's final invoice to Client.
- 9 INTELLECTUAL PROPERTY RIGHTS**
- 9.1 All copyrights, database rights, industrial property rights, trademark and design rights, patent rights and other intellectual property rights, as well as comparable rights such as rights regarding know-how and domain names and trade names ("IPRs") belonging to a Party prior to the execution of the Assignment Agreement shall remain vested in that Party.
- 9.2 In the case of IPRs with respect to software/programs, these IPRs also apply to the source code, the object code and the associated.
- 9.3 During the term of the Assignment Agreement, People2.0 will be entitled to use Client's logo, trade name and/or trademark on, for example, the Payroll Employment Contracts, Assignment Agreements, invoices, or promotional material to identify Client as a customer of People2.0. People2.0's use of Client's name and logo does not create any ownership right therein and all rights not granted to People2.0 are reserved by Client. Client represents and warrants that its IPRs do not and shall not in any way infringe any third-party rights, and Client shall indemnify and hold harmless People2.0, its directors, representatives, and employees against all claims by third parties in respect of an (alleged) infringement of IPRS.
- 9.4 The results of any Work carried out and any invention or improvement made or conceived by Personnel, whether alone or with others, and whether patentable or not, during the course of duties performed under an Assignment Agreement and deriving from or suggested by the said duties shall be the property of People2.0 and/or Client. People2.0 will, and will require Personnel to, assign to Client all IPRs to any intellectual property that Personnel create or invent in whole or in part, or participate in the creation or invention of, that result from or relate specifically to the performance of Work during an Assignment Agreement.
- 10 LIMITATION OF LIABILITY AND INDEMNIFICATION**
- 10.1 Subject to the terms of this article 10, each Party shall be liable in the event and to the extent of its attributable act or omission under the Assignment Agreement or in tort.
- 10.2 Notwithstanding article 10.1, neither Party shall be liable for indirect damages, incidental damages, special or consequential damages, punitive or exemplary damages, reputational damages, or for damages due to, whether actual or anticipated, loss of profits, revenue, savings, business, data or use, or for corruption of software incurred by the other Party arising from or as a result of the Assignment Agreement.
- 10.3 Notwithstanding article 10.1, and without prejudice to article 10.2, neither Party's cumulative liability shall exceed the amount of Hire Rate paid by Client to People2.0 for the Assignment Agreement giving rise to the liability, in the twelve (12) months preceding a claim.
- 10.4 The limitations as set forth in article 10.2 and 10.3 above shall not apply in the event of any alleged breach, whether by act or omission, or damages, arising from or in connection with a breach of, or an indemnity in relation to, article 5, 6, or 11 of these DUC Terms, or in the event of gross negligence or wilful misconduct.
- 10.5 Neither Party shall be liable for any failure to perform its obligations hereunder where such failure results from a cause beyond its reasonable control, including, without limitation, cyberattacks, breakdowns of web host or internet service providers, or outages caused by IT software or service disruptions, mechanical, electronic failure or degradation.
- 10.6 As a condition precedent to any indemnification under the Terms, the Party seeking indemnification will inform the other Party within a reasonable time after it receives notice of any Losses, or demand for which it seeks indemnification from the other



Party; and the Party seeking indemnification will cooperate in the investigation and defense of any such matter.

## 11 TERM & TERMINATION OF THE ASSIGNMENT AGREEMENT

- 11.1 Subject to the provisions set forth in this article 11, an Assignment Agreement shall commence on the start date and shall remain in full force and effect until the end date, as indicated on the Assignment Agreement, unless it is terminated prematurely in accordance with the provisions set forth in the Assignment Agreement and this article 11.
- 11.2 Unless explicitly agreed otherwise by the Parties, an Assignment Agreement shall be maximum three (3) years, including any extensions, as of the initial effective date, and shall within those three (3) years be extended for maximum two (2) times.
- 11.3 The Assignment Agreement shall end on the end date as indicated in the relevant Assignment Agreement, without any notice of termination being required from People 2.0. Notwithstanding the foregoing, and following article 7:668 of the DCC, in the event of an Assignment Agreement with a duration of six (6) months or longer, Client shall notify People2.0 in writing six (6) weeks prior to the end date of such Assignment Agreement on whether Client wishes to extend the hire of Personnel. In the event People2.0 does not receive such written notification in time, People2.0 shall not extend the relevant Payroll Employment Contract and not be liable for any damages or losses Client suffers as a result thereof.
- 11.4 An Assignment Agreement may not be terminated prematurely by Client. The Parties acknowledge and agree that a Payroll Employment Contract can, after the probationary period, only be terminated through permission of the competent court, the National Employee Insurance Agency (in Dutch: het UWV), or by reaching a mutual termination Assignment Agreement within the meaning of article 7:900 of the DCC ("MTA") with the relevant Personnel. A Payroll Employment Contract can thus not be terminated by giving notice to Personnel. Accordingly, termination of an Assignment Agreement on the part of Client by giving notice to People2.0 cannot result in the termination of the Payroll Employment Contract. Therefore, Client shall not prematurely terminate an Assignment Agreement.
- 11.5 An Assignment Agreement may be terminated prematurely by People2.0 by giving Client a written notice of termination and with due observance of a notice period equal to the applicable notice period for Personnel to People2.0.
- 11.6 Personnel may terminate its Payroll Employment Contract with People2.0 prematurely by giving written notice and observing the statutory notice period which is one (1) calendar month pursuant to article 7:672 § 4 of the DCC. Such termination of a Payroll Employment Contract shall automatically

result in the termination of the related Assignment Agreement.

- 11.7 An Assignment Agreement may be terminated by People2.0 with immediate effect, without any notice of termination or default being required, and without the right for the other Party to claim compensation of any kind or any other claims, in the event one of the Parties:
- 11.7.1 at any time during an Assignment Agreement fails the creditworthiness requirements as determined by People2.0;
  - 11.7.2 has filed or has been filled against, a petition of bankruptcy or for liquidation, or as of the date on which a request to that effect has been submitted;
  - 11.7.3 has been granted a suspension of payment. or as of the date on which a request to that effect has been submitted
  - 11.7.4 has been dissolved or liquidated or is insolvent;
  - 11.7.5 shall cease to carry out its business; or
  - 11.7.6 has appointed a receiver in respect of the whole or a substantial part of its assets or business, and neither the other Parties or the acquiring party has objected in writing to the continuation of the Assignment Agreement.
- 11.8 In the event of a termination pursuant to situation as described in article 11.7 above in relation to Client, Client shall promptly notify People2.0 of the situation in writing and take all necessary actions to mitigate any potential negative impact on People2.0, including but not limited to the fulfilment of the Hire Rate until each Payroll Employment Contract is terminated.
- 11.9 Without prejudice to the provisions of article 11.7 above, People2.0 will be entitled to terminate an Assignment Agreement in writing at any time and with immediate effect, without any notice of default being required, and without the right for the other Party to claim compensation of any kind or any other claims, in the event Client fails to act in accordance with its obligation under this Assignment Agreement.
- 11.10 In the event that Personnel is to be transferred to another employer upon the termination of an Assignment Agreement, Client shall provide all necessary information and documentation to People2.0 to facilitate the transfer. The Parties shall ensure that the new employer, shall work together to address any issues that may arise during the transition period and ensure compliance with all applicable laws and regulations. People2.0 reserves the right to reject the transfer based on its sole discretion, as a result of which, Client will ensure that Personnel resigns with People2.0. People2.0 shall ensure that the contractual obligations towards Personnel are fulfilled up to the date of transfer.
- 11.11 Upon the termination of this Assignment Agreement,

- 11.11.1 Client shall pay People2.0 any outstanding invoices due for Services performed up to the end date of the latest Assignment Agreement, or the Payroll Employment Contract, whichever is later; and
- 11.11.2 the Parties shall cooperate to ensure an orderly wind-down of their respective activities under this Assignment Agreement; and
- 11.11.3 the Parties will keep confidential all information that is commercially sensitive and relates to the working method of People2.0.

## 12 CONFIDENTIALITY

- 12.1 Confidential Information is all confidential and proprietary information disclosed or made available by a Party (or that Party's Affiliates, employees or Clients) to the other Party (or that Party's Affiliates, employees or Clients) in the course of this Assignment Agreement, including but not limited to the contents of this Assignment Agreement, innovations and knowledge about the business, financial condition, products, software, methods, trade secrets, pricing, intellectual property and customers, and other non-public information that is marked "confidential" or would reasonably be considered confidential under the circumstances.
- 12.2 Confidential Information does not cover information (i) which was already legitimately known to the receiving Party at the time of disclosure, as shown by documentation or other evidence sufficient to establish such prior knowledge; (ii) which becomes part of the public domain due to another reason than the breach of the Assignment Agreement by the receiving Party; or (iii) which is developed by the receiving Party independently of the information disclosed hereunder.
- 12.3 Each Party agrees, to hold all Confidential Information of the other Party in strict confidence, not to disclose it to others or use it in any way, except in connection with the performance of the Agency Activities and/or Services.
- 12.4 Disclosure of Confidential Information by the receiving Party shall not constitute a breach (i) if done so with the disclosing Party's prior written consent, and (ii) it is a disclosure of Confidential Information to a lawyer, accountant, professional advisor, or auditor, provided that such disclosure is made for the purpose of obtaining professional advice or services in regards to the Agency Activities or Services. The receiving party shall ensure that the recipient of the Confidential Information is bound by confidentiality obligations at least as stringent as those contained in this Assignment Agreement.
- 12.5 Upon the written request of the Party disclosing Confidential Information during the term of this Assignment Agreement and/or upon termination of this Assignment Agreement, the Party that received such Confidential Information shall immediately

destroy or return to the disclosing Party all documents or other tangible items representing or embodying the disclosing Party's Confidential Information, and all copies thereof, and shall permanently delete or destroy any such information held in digital formats. Notwithstanding this requirement of confidentiality, if the receiving Party needs to retain the Confidential Information to provide the Services and/or is required by law to maintain a copy of Confidential Information received from a Party during the term of the Assignment Agreement, the receiving Party shall be permitted to keep a copy of such Confidential Information.

## 13 DATA PROTECTION

- 13.1 Terms written with a capital letter in this article 13, shall, insofar as yet not defined in article 1 or elsewhere in this Assignment Agreement, have the meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").
- 13.2 To the extent that a Party provides information to the other Party, and such information is considered Personal Data, either Party shall be considered the Data Controller of such Personal Data in their capacity as, respectively, a Client, and People2.0/employer, and shall as a result be responsible for ensuring that, in accordance with applicable data protection laws, it
  - 13.2.1 complies with all applicable privacy and security laws, rules, orders, directives, and regulations,
  - 13.2.2 provides all necessary fair processing information to the Data Subject;
  - 13.2.3 takes appropriate steps to legitimize the collection, disclosure and Processing of such Personal Data to and by the other Party; and
  - 13.2.4 implements appropriate technical and organisational measures to adequately protect the Personal Data and, taking into account the state of the art, keep it secure against loss or any form of careless, inexpert or unlawful use or processing.
- 13.3 People2.0 and Client will inform each other in detail and in writing immediately following notification of any breach of the security of Personal Data.
- 13.4 If the security breach entails a duty to report to the Dutch Data Protection Authority, People2.0 and Client will mutually support each other in the settlement of this notification, as well as in settlements with those concerned.
- 13.5 In the event a Party engages a third party in the Processing of (parts of) the Personal Data, that Party will ensure that the third party concerned has assumed at least the same data security obligations as applicable to the Parties under this Assignment Agreement.
- 13.6 People2.0's collection and use of information is governed by its privacy policy, available at Privacy Center - People2.0 | Netherlands.

## 14 MISCELLANEOUS

- 14.1 These DUC Terms, together with the related annexes, contains the entire DUC Terms between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.
- 14.2 Amendments to these DUC terms and/or an Assignment Agreement are only valid if it expressly states that it is amending these DUC terms and/or an Assignment Agreement, is made in writing, and signed by both Parties.
- 14.3 The Assignment Agreement and any ancillary document thereto may be electronically signed in People2.0's contract management system, or any other online tool for e-signatures as accepted or appointed by People2.0. Parties acknowledge that any electronic signatures appearing on the Assignment Agreement, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 14.4 The duly authorized representative of either Party may delegate its authority to legally bind and represent it to a member of its staff for the execution of an Assignment Agreement, or any amendment or extension thereof. Such delegation must be documented in writing and presented as evidence to the other Party. The delegating Party shall ensure that the delegated member of staff has the necessary authority and competence to execute an Assignment Agreement, or any amendment or extension thereof on its behalf.
- 14.5 If any part of the Assignment Agreement is found to be unenforceable or invalid, that part shall be limited or eliminated to the minimum extent necessary so that the Assignment Agreement shall otherwise remain in full force and effect and enforceable. If any part of this Assignment Agreement is found to be contrary to the law of any relevant country, that part of the Assignment Agreement shall in that country be interpreted as having a meaning as close as possible to its original intention consistent with the law and practice in that country. The remainder of the Assignment Agreement shall not be affected and its meaning in any other country shall not be affected.
- 14.6 The failure of People2.0 to exercise in any respect any right provided for herein shall not be deemed a waiver of its rights hereunder.
- 14.7 Any notice to be given under the Assignment Agreement shall be sent in writing to the Party per e-mail or registered post to its last known address or place of business.
- 14.8 Unless stated otherwise is the Assignment Agreement, neither Party may assign their rights and obligations without prior approval of the other Party.
- 14.9 In case of possible discrepancies between the English version and any version in another language of the Assignment Agreement, the English version shall exclusively be valid as the foundation for the interpretation of its content and the intentions of People2.0.
- 14.10 The Assignment Agreement and all matters arising out of the Assignment Agreement, including this article, shall be construed and enforced exclusively in accordance with the laws of the Netherlands, without regard to choice of law provisions. Any dispute, claim or controversy arising out of or relating to the Assignment Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, shall be exclusively determined by the appropriate Dutch court in Amsterdam, The Netherlands.