

General Terms and Conditions of Secondment T-Level B.V.

Effective Date: August, 2025

1. Defenitions

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| T-Level: | T-Level B.V. and/or its legal successors (hereinafter referred to as T-Level). |
| Cliënt: | The contractual counterparty of T-Level, not being a consumer. |
| Agreement: | A secondment agreement based on which T-Level makes an employee available to the client. |
| Employee: | An employee of T-Level who is deployed under the agreement. |
| Party: | Cliënt or T-Level. |

2. Applicability

- 2.1 These general terms and conditions apply to all agreements and offers made by T-Level with clients, whether oral or written.
- 2.2 Deviations are only valid if agreed upon in writing. The client's general terms and conditions are explicitly excluded, unless agreed otherwise in writing.

3. Offer

- 3.1 All offers from T-Level are non-binding and are valid for a maximum of 30 days, unless stated otherwise. An oral offer is only valid if confirmed in writing.
- 3.2 Clear mistakes or errors, such as typographical errors or incorrect rates, are not binding for T-Level if it is reasonably clear to the client that it is a mistake.
- 3.3 Documents accompanying the quotation, such as resumes of candidates or employees, remain the property of T-Level. They may not be used, copied, or shared with third parties without permission. If the client does not accept the offer, all received documents and copies must be destroyed.
- 3.4 Unless otherwise stated, all prices are exclusive of VAT.

4. Deployment of Employees and Candidates Outside of T-Level

- 4.1 The client may not employ or otherwise engage proposed candidates or employees of T-Level within 12 months after their introduction or during their assignment via T-Level, unless otherwise agreed in writing. A "proposed candidate" is someone presented to the client by T-Level and invited for an interview.
- 4.2 If the client violates article 4.1, they owe T-Level compensation for recruitment and selection costs as well as lost income. This compensation amounts to 35% of the candidate's gross annual salary (including holiday pay and other allowances). The salary at the time of employment with the client is decisive. If the client does not provide this information, T-Level will determine the compensation based on the most recent salary indication given by the candidate to T-Level.
- 4.3 The compensation must be paid by the client within 14 days of the invoice date. Late payments may result in statutory interest and collection costs being charged by T-Level.
- 4.4 Deviations from these rules are only possible if agreed in writing.

5. Formation and Amendments to the Agreement

- 5.1 The agreement is established in one of the following ways:
 - 5.1.1 When T-Level sends a written agreement, from the date mentioned on it;
 - 5.1.2 When the client sends a written order confirmation, from the date mentioned on it;
 - 5.1.3 By approval (digital or written) of the first-time report of the employee made available to the client by T-Level.
- 5.2 The client may change the nature or scope of the work performed by a T-Level employee if it is reasonable and feasible, in consultation with the employee and T-Level, and confirmed in writing by T-Level. If T-Level does not agree to the change and the client proceeds, T-Level has the right to terminate the agreement before the modified work begins.
- 5.3 T-Level will inform the client within ten working days about the consequences of the change, such as its impact on hours, rates, or employee deployment.
- 5.4 The client may withdraw the modified agreement within ten working days of receiving the specification if they do not accept it or further adjust the assignment.

6. Termination of the Agreement

- 6.1 The agreement automatically terminates on the agreed end date, as stated in the contract.
- 6.2 Both parties may immediately terminate the agreement without notice and without compensation if one of the following situations occurs. All outstanding claims then become immediately due:
 - 6.2.1 If one party fails to fulfill its obligations, even after receiving a written warning and a reasonable period to remedy the breach;
 - 6.2.2 If one party files for bankruptcy or is declared bankrupt;
 - 6.2.3 If one party applies for or is granted temporary suspension of payments;
 - 6.2.4 If an enforcement order is issued against the assets of one of the parties.

7. Execution

- 7.1 The work is carried out at the client's location.
- 7.2 The client ensures that the T-Level employee can perform their duties under normal conditions, as agreed.
- 7.3 The client provides all necessary information, workspace, and tools required for the employee to perform their tasks properly.
- 7.4 T-Level includes a confidentiality agreement in the employment contract of the employee. This agreement states that the employee must keep all confidential client information strictly secret, both during and after the assignment. A penalty clause is included for violations of this confidentiality agreement.

8. Hierarchy

The employee performs the agreed work under the supervision and direction of the client.

9. Force Majeure

- 9.1 If T-Level is unable to fulfill its obligations due to force majeure, these obligations will be suspended for the duration of the force majeure. Force majeure means any situation beyond T-Level's control that makes it impossible to fulfill the agreement.
- 9.2 T-Level will inform the client as soon as a force majeure situation occurs.

- 9.3 Examples of force majeure include strikes, blockades, government measures, natural disasters, disruptions in energy or communication, fire, war, extreme weather conditions, illness of the employee, and other unforeseen circumstances that make work impossible or excessively costly.
- 9.4 During the force majeure, T-Level's obligations are suspended, except for obligations that are unrelated to the force majeure and had already arisen before the force majeure event.
- 9.5 If the force majeure lasts for three months, or if it is evident that it will last longer, both parties may terminate the agreement without notice.
- 9.6 T-Level is not obligated to compensate the client for any damages incurred during or after a force majeure situation.

10. Payment Terms

- 10.1 The client must pay T-Level invoices within 14 days. Offsetting payments against other amounts is not permitted.
- 10.2 If an invoice is not paid on time, T-Level may charge the statutory commercial interest from the due date until full payment is made. If T-Level is forced to initiate a collection procedure, T-Level will charge 15% collection costs on the outstanding amount, including interest.
- 10.3 In case of late payment, T-Level may suspend its obligations until the client makes the payment or provides sufficient security. If payment is not made, T-Level may terminate the agreement after a written warning, allowing a reasonable period for payment. Compensation remains possible.
- 10.4 The client may not offset, reduce, or suspend payments.
- 10.5 Payments made by the client are first used to cover interest and collection costs, then for other outstanding claims.
- 10.6 Objections to an invoice must be submitted in writing within 14 days of the invoice date. After this period, the client can no longer derive any rights from an objection. Payment implies acceptance of the invoice.
- 10.7 An objection to an invoice does not release the client from their payment obligation.
- 10.8 The client must still pay any amounts owed before a termination situation as described in articles 6.2 or 9.5.

11. Liability

- 11.1 The client must ensure a safe working environment for the employee and take all necessary measures to prevent accidents and damage.
- 11.2 The client is responsible for any damage suffered by the employee during work unless they can prove that they fulfilled their obligations or that the damage resulted from intentional misconduct or recklessness by the employee.
- 11.3 If T-Level is held liable by the employee for damages as referred to in article 11.2, the client shall indemnify T-Level.
- 11.4 The client must protect the employee's privacy in accordance with applicable data protection laws, such as the GDPR.
- 11.5 T-Level is not liable for damages resulting from incorrect or incomplete information provided by the client.
- 11.6 T-Level is only liable for direct damages caused by intent or gross negligence. Damages that could have been reasonably prevented are not included. The client indemnifies T-Level against third-party claims.
- 11.7 T-Level is responsible for providing an employee who meets the requirements but is not liable for damages caused by the employee. The client indemnifies T-Level in this regard.

- 11.8 The client must arrange liability insurance for T-Level employees. The costs of this insurance are borne by the client.
- 11.9 By signing the agreement, the client accepts all liabilities under Article 6:170 of the Dutch Civil Code as if the employee were employed directly by the client. This applies even after the agreement has ended.
- 11.10 The client indemnifies T-Level against claims from employees regarding occupational accidents or occupational diseases occurring while working for the client.
- 11.11 If third parties hold T-Level liable for damages related to the execution of the agreement, the client must support T-Level both legally and otherwise and take all necessary measures. If the client fails to do so, T-Level may take action at the client's expense.
- 11.12 If T-Level is liable:
 - 11.12.1 Liability is limited to the amount invoiced to the client, with a maximum of six months.
 - 11.12.2 T-Level is only responsible for direct damages, not for indirect damages such as loss of profit or consequential damage (damage occurring during the execution of the agreement to objects being worked on or located near the workplace).
- 11.13 T-Level reserves the right to either rectify a shortcoming or credit the invoices.
- 11.14 T-Level's liability is limited to the amount covered by its liability insurance, with a maximum of €2.500.000.
- 11.15 The client must report any damage in writing within 30 days of its discovery. After this period, any claim expires.
- 11.16 The right to compensation lapses if the client fails to provide all necessary information and cooperation required by T-Level to assess the damage.

12. Offer and Agreement

- 12.1 For each assignment, the agreements between T-Level and the client are recorded in writing in a contract. This contract is prepared by T-Level and signed by authorized representatives of both parties. The agreement must include at least the following details:
 - The name and position of the assigned employee.
 - The start and end date of the assignment.
 - The fee.
 - The notice period for early termination.
 - The name and position of the supervisor of the employee at the client.The other provisions of T-Level's general terms and conditions remain applicable.
- 12.2 The agreement automatically terminates if T-Level can no longer deploy the employee due to the termination of their employment contract.

13. Fee

- 13.1 T-Level invoices are partly based on the time sheets approved by the client. These time sheets are binding for the client.
- 13.2 In case of a discrepancy between the time sheet held by T-Level and the client's copy, T-Level's version prevails unless the client can prove otherwise.
- 13.3 If the client does not provide approved time sheets, T-Level may issue invoices based on its own records. This will only be done after consultation with the client.
- 13.4 The client may change the location of the work. If this results in additional costs for T-Level, T-Level may request compensation or adjust the schedule.
- 13.5 If the client requires the T-Level employee to undertake business travel, the associated costs will be charged to the client.

- 13.6 T-Level ensures the payment of payroll taxes, social security contributions, and VAT related to the work performed.
- 13.7 T-Level indemnifies the client against claims from the Tax Authorities or the UWV regarding these payments, including any interest, fines, and costs.
- 13.8 If increased costs arise due to collective labor agreement (CAO) increases, wage adjustments, or new legal obligations, these will be passed on to the client from the moment the changes take effect.

14. Information Provision under Waadi

- 14.1 The client is required to provide T-Level with complete, accurate, and timely information necessary to determine and apply the hirer's remuneration, as stipulated in Article 8 of the Placement of Personnel by Intermediaries Act (Waadi). This information includes, at a minimum:
 - The employee's job level.
 - The applicable salary structure or collective labor agreement within the client's company.
 - The salary, including holiday allowance, overtime allowances, and other benefits or bonuses customary within the client's company.
 - The usual working hours and schedules.
 - Any other conditions or benefits applicable to employees working in comparable positions within the client's company.
- 14.2 T-Level reserves the right to verify the provided information and request additional data if necessary to correctly apply the hirer's remuneration.
- 14.3 If the client fails to provide timely, complete, or accurate information, T-Level is entitled to determine the hirer's remuneration based on the available information at that time, including any assumptions. The client cannot later object to this determination.
- 14.4 The client is fully liable for all damages, costs, and consequences incurred by T-Level due to missing, incomplete, or incorrect information. This includes, but is not limited to: any additional assessments or fines imposed by regulators, administrative costs for recalculating or correcting the hirer's remuneration, employee claims, and other financial damages suffered by T-Level as a result.

15 Final Provisions

- 15.1 These general terms and conditions, offers, agreements, and all legal relationships between T-Level and the client are exclusively governed by Dutch law, including provisions related to private international law.
- 15.2 Disputes regarding the general terms and conditions or the execution of the agreement will be submitted to the District Court of East Netherlands, Zutphen location.
- 15.3 If one or more provisions of the agreement are found to be invalid, the rest of the agreement remains valid. In such cases, the parties must work together to replace the invalid provision with a valid one that aligns as closely as possible with the purpose of the original provision.
- 15.4 Neither party may transfer rights or obligations under the agreement without the prior written consent of the other party.