

GENERAL TERMS AND CONDITIONS FOR PLACEMENT OF INDEPENDENT PROFESSIONALS TAXPERIENCE INTERIM SOLUTIONS B.V.

Clause 1. Definitions

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

- 1.1 **Taxperience:** the private limited liability company Taxperience Interim Solutions B.V., listed in the Commercial Register of the Chamber of Commerce under number: 53971760, with its registered office in 's-Hertogenbosch, or the companies that are part of the same group of companies or are part of its group structure.
- 1.2 **Professional:** the natural or legal person, working as a self-employed person without personnel, who performs an assignment/project as an intermediary on behalf of the Client.
- 1.3 **Client:** the natural person or legal entity that engages one or more Taxperience Professionals to perform assignments.
- 1.4 **End Client:** the natural person or legal entity for which the Professional actually performs the assignment/the project.
- 1.5 **Parties:** Taxperience and the Client jointly.
- 1.6 **General Terms and Conditions:** these general terms and conditions.
- 1.7 **Assignment:** the separate assignment given by the Client to Taxperience as referred to in Article 7:400 DCC under these General Terms and Conditions, for the hiring of a Professional, all this as specified in a Confirmation of Assignment.
- 1.8 **Confirmation of Assignment:** the confirmation given by Taxperience to the Client, containing the itemisation and arrangements regarding every Assignment.
- 1.9 **Force Majeure:** any circumstance independent of a Party's control that permanently or temporarily impedes performance of the Assignment and that should not be for its risk according to the law or according to the standards of reasonableness and fairness. This also includes a situation wherein the Taxperience business, whether or not on the part of the government, for whatever reason including due to a job strike, sit-down strike, block, embargo, government measures, war, revolution and/or any similar circumstance, power failures, defects to electronic communication lines, fire, explosions and other emergencies, water damage, floods, earthquakes and other natural disasters, violations of employment law, as well as mass sickness of employees of an epidemiological nature or quarantine measures, must be permanently or temporarily closed down or no work may be performed at the work location of the Client or End Client, or, whether on the basis of societal pressure or a government opinion, Taxperience decides not to allow the Professionals to have the work performed at the physical working location/workplace.
- 1.10 **Client Rate:** the rate (per time unit) that the Client owes Taxperience for hiring the Professional.
- 1.11 **Intellectual Property Rights:** all intellectual property rights, including but not limited to copyrights, trade mark rights, model rights, database rights, source codes, patent rights, trade names and neighbouring rights, design rights, goodwill and the right to take legal measures against "passing off", rights to designs, rights to computer software, rights to confidential information (including know-how and trade secrets) and all other intellectual property rights, regardless of whether they are registered, including all applications (or rights to submit applications) for the renewal or expansion of such rights and all similar or equivalent

rights or forms of protection that may exist now or in the future, anywhere in the world.

- 1.12 **Introduction:** the meeting between the Client with a Candidate in person, digitally or by telephone and/or the submission by Taxperience to the Client of a CV other information about the Candidate (on which basis the Candidate can be identified).
- 1.13 **Transfer Compensation:** the compensation the Client owes to Taxperience on the basis of the minimal number of hours the Professional can be hired determined in the General Terms and Conditions and/or the Confirmation of Assignment, minus the actual number of hours the Professional was hired and was paid to Taxperience on the basis of the agreed Client Rate.
- 1.14 **Candidate:** the Professional introduced to the Client by Taxperience.
- 1.15 **Engagement:** issuing an assignment to or otherwise engaging the Candidate or Professional, in any way and manner whatsoever, by the Client or any companies affiliated to the Client.
- 1.16 **DCC:** the Dutch Civil Code.
- 1.17 **Wav:** the Foreign Nationals (Employment) Act and related laws and regulations.
- 1.18 **WID:** the Compulsory Identification Act and related laws and regulations.
- 1.19 **Atw:** the Working Hours Act and related laws and regulations.
- 1.20 **Working Conditions Act:** the Working Conditions Act and related laws and regulations.
- 1.21 **GDPR:** the General Data Protection Regulation and related laws and regulations.
- 1.22 **DBA Act:** Assessment of Employment Relationships Deregulation Act.

Clause 2. Applicability of the general terms and conditions and the creation of the Assignment

- 2.1 These General Terms and Conditions apply to all offers/quotations regarding any potential Assignments and Confirmations of Assignment, and/or other agreements between the Parties that relate to these Assignments and/or other Taxperience services that relate to these Assignments such in so far as the General Terms and Conditions can be applied to the specific service by their nature and content. In addition, the General Terms and Conditions also apply for the End Client, in so far as such is relevant and the provisions from the General Terms and Conditions by their nature (also) apply to the End Client. In such case, in these General Terms and Conditions the term Client must also be considered to include the term End Client.
- 2.2 Taxperience will not honour any reference to other general terms and conditions without a written acknowledgement thereof, and therefore the present General Terms and Conditions will prevail.
- 2.3 Provisions and agreements that deviate from these General Terms and Conditions are legally valid only if these have been confirmed by Taxperience in writing.
- 2.4 All offers made, Assignments performed and/or contracts entered into under these General Terms and Conditions are governed exclusively by Dutch law, irrespective of whether the Client and/or the Professional have their registered office abroad or reside abroad.
- 2.5 An Assignment is created only through Taxperience accepting the request to perform an Assignment. Unless agreed otherwise in writing between the Parties, the Assignment is deemed to have been

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- accepted through the provision of a Confirmation of Assignment.
- 2.6 Every individual assignment must be confirmed through a Confirmation of Assignment, subject to the General Terms and Conditions. Furthermore, the Confirmation of Assignment will in any specify: the applicable Client Rate, name and contact details of the Professional, the location(s) where the work will be performed by the Professional, the contact persons of the Parties, description of the assignment/project of the Professional, the duration of the Assignment (expected start and end date), any (special) safety and/or working conditions risks and how to deal with them and any specific insurance requirements. The Client guarantees that the details included in the Confirmation of Assignment are correct. Should parts of the Assignment be amended, Taxperience will provide a new Confirmation of Assignment.
- 2.7 Each Assignment will be entered into for a fixed term. This Assignment ends by operation of law at the end of its term. Any confirmed Assignments will at all times take place on the basis of the same terms and conditions and the same term, unless agreed otherwise between the Parties. If an Assignment goes ahead, Taxperience will provide a new Confirmation of Assignment to the Client.
- 2.8 An Assignment may be terminated early only if so provided in the Confirmation of Assignment. If the Client wishes to terminate the Sub-agreement early, this must be done in writing — in other words by post or e-mail — with due observance with the term of notice stipulated in the Sub-agreement. However, the Assignment cannot be terminated earlier than at the end of the employment contract between Taxperience and the Professional.
- 2.9 If the Client terminates the Assignment early and/or fails to observe the notice period, Taxperience will be entitled to continue charging the Client the agreed Client Rate during that period.

Clause 3. Nature of the Assignment(s)

- 3.1 The Professionals are or will be contracted by Taxperience based on a contract for services. Taxperience has a best-efforts obligation to perform its duties, responsibilities, tax-related obligations and other statutory obligations to the Professional as well as possible and in accordance with the applicable laws and regulations. Taxperience only mediates Professionals who act for a company registered in the trade register of the Dutch Chamber of Commerce and hold a legally valid VAT number.
- 3.2 Taxperience will make arrangements with the Professional in order to ensure that no employment contract or notional employment relationship exists between the Client and/or Taxperience on the one hand and the Professional on the other, whereby the Professional in question will irrevocably waive the right to invoke the same to the extent permitted by law.
- 3.3 A Professional performs the work independently on behalf of the Client as they see fit and without any management, supervision or work instructions of the Client. The Client may give instructions with regard to the result of the Assignment. To the extent necessary for the performance of the Assignment, the Professional will coordinate their work with the Client and any other parties so that the work can be performed optimally. If the work so requires, the Professional will also conform to the working hours that apply at the Client. The Client is aware that the Professional performs the Assignment

independently, at their own discretion and without management, supervision or work instructions. The Client ensures that the Professional does not become embedded in the company and/or business operations of the Client.

Clause 4. Obligations on the part of the Client

- 4.1 Prior to each individual Assignment the Client will provide Taxperience with all the information and documentation necessary for the adequate performance of the Assignment, regardless of whether or not such has been requested, and must in any case include:
- on the professional qualifications that the Professional should reasonably meet and the content of the assignment/project (including results and partial results to be delivered);
 - the intended term, expected commencement date, scope of the Assignment and the usual working hours that apply at the Client;
 - all cases relevant to Taxperience, including in any case the collective closures or company closures of/at the Client;
 - the possible safety and health risks for the Professional and the measures showing how to deal with those, as well as house rules or policies that are in place, which the Client wishes the Professional to abide by. Taxperience will ensure that the relevant information is passed on to the Professional, if the Client has not already done so.
 - the relevant issues regarding working conditions.
- 4.2 The Client is responsible for providing office space and/or a workplace to the Professional to the extent that work relating to the assignment must necessarily be performed by the Professional on Client's premises. The Client will indemnify Taxperience and keep it indemnified against any type of financial disadvantage or liability that can be relied upon against Taxperience as a result of, among other things, injury or damage to property of the Professional.
- 4.3 The Client agrees that any necessary tools of the Professional themselves will be used, unless this is not possible for objective reasons (such as security or protection of personal data), in which case the Client will consult with Taxperience.
- 4.4 The Client must immediately notify Taxperience of its intention to hire the Candidate introduced by Taxperience, its intention to terminate or extend an Assignment or its intention to directly or indirectly hire the Professional or Candidate introduced and/or deployed via Taxperience in any other way.
- 4.5 In turn, the Client will not make the Professional available to a third party without the prior written consent of Taxperience, including to companies affiliated to the Client. Furthermore, the Client is prohibited from instructing the Professional to perform work related to the assignment outside Dutch territory without Taxperience's prior written consent. The Client will indemnify Taxperience for any claims, receivables, penalties and/or other damages it incurs as a result of non-compliance with the obligations under this provision. In the event of a violation of this Clause, Taxperience will always have the right to terminate the Assignments extrajudicially with immediate effect.

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- 4.6 When entering into the Assignment, the Client must inform Taxperience of any business closures during the term of the Assignment, so that Taxperience can inform the Professional about this. If an intention to establish a company closure and/or collective mandatory day off becomes known after entering into the Assignment, the Client must inform Taxperience of this immediately after becoming aware of it.

Clause 5. Selection of Professionals

- 5.1 Taxperience will recruit and select the Professional based on their capabilities and expertise on the one hand, the requirements specified by the Client on the other hand and the description of the assignment.
- 5.2 Furthermore, the Client cannot impose any requirements that are irrelevant to the assignment that may result in direct or indirect discrimination, including those related to race, religion, gender and/or disability. In any case, these requirements will not be honoured by Taxperience unless they are set in the context of a target group policy that is permitted by law, in order to promote equal labour participation. Taxperience enforces an anti-discrimination policy and will not accept discrimination in any way, shape or form.
- 5.3 The Client is aware that every Professional can also perform work for other Clients and the Professional is free to perform work for other clients as well.
- 5.4 The Client agrees that a Professional can be replaced. During the term of the Assignment, Taxperience is entitled to make a proposal to replace a Professional, for example if the Professional in question is no longer able to perform the Assignment. The Client Rate will then be re-agreed by the Parties, to which end a new Confirmation of Assignment will be provided to the Client.

Clause 6. Client Rate

- 6.1 The Client will owe Taxperience the Client Rate for hiring a Professional, as stipulated in the Confirmation of Assignment.
- 6.2 Taxperience will be authorised to increase the Client Rate on an interim basis if this is necessary due to changes in tax legislation and regulations. In any event, Taxperience will be entitled to index the Client Rate at the beginning of each calendar year based on the price index of Statistic Netherlands.
- 6.3 The fees owed to the Professional will be paid in full by Taxperience. The Client is prohibited from making direct payments to the Professional or setting any other provision, without Taxperience's prior consent.

Clause 7. Invoicing

- 7.1 Unless agreed otherwise, Taxperience's invoices will be based on the time sheets filled in and signed for approval by the Client, as well as the Client Rate and any ancillary costs or expenses. Taxperience's invoices always meet the statutory requirements.
- 7.2 The Client will ensure that the Professional ensures of the correct, timely and complete completion and time sheets, which the Client will approve in a timely manner. Unless agreed otherwise in the Confirmation of Assignment, approval is effected by signing the time sheets, digitally or otherwise. The Client will be liable for any loss incurred by Taxperience if the Client fails to properly perform the obligations set out in this paragraph. The Client will fully indemnify Taxperience in this regard.

- 7.3 In case of a difference between the time sheet completed by the Professional and the data thereof retained by the Client, the time sheet completed by the Professional will be deemed correct unless the Client demonstrates otherwise.

- 7.4 If the Professional disputes the data recorded in the time sheets, Taxperience will invoice the hours worked and other costs in accordance with the Professional's statement unless the Client demonstrates that the time sheet used by the Client is correct.

- 7.5 If the Client fails to satisfy the provisions in Clause 7.2, Taxperience may decide to invoice the Client based on the facts and circumstances known to it. Taxperience will not proceed to do so as long as reasonable consultation about this has not been conducted with the Client.

- 7.6 The Client will ensure that Taxperience's invoices are paid within 30 days after the invoice date without applying any withholding, discount or set-off. Invoicing by Taxperience to the Client will take place on a monthly basis, unless otherwise agreed upon and laid down in the Confirmation of Assignment. Taxperience's invoices are provided to the Client in digital form only.

Clause 8. Payment conditions

- 8.1 Exclusively payments made directly to Taxperience apply towards discharging the Client.

- 8.2 If the Client contests an invoice, the Client must inform Taxperience of this in writing within eight (8) days after the date on which the relevant invoice was sent, on pain of forfeiting the right to contest. Contesting the invoice will not suspend the Client's payment obligation.

- 8.3 If the Client does not pay any amount it owes, or does not do so in full or on time, the Client will be in default by operation of law with effect from the deadline for payment. From that point on, the Client will also owe Taxperience default interest on the invoice at a rate equal to the statutory commercial interest rate laid down in Article 6:119a DCC.

- 8.4 The Client will bear all costs, both judicial and extrajudicial and including the costs of legal assistance, which Taxperience must incur as a result of the Client's failure to perform the payment obligations. Taxperience's extrajudicial collection costs, to be calculated on the amount to be collected, will be set at an amount equal to at least 15% of the principal sum, with the minimum set at EUR 500.

- 8.5 If – in Taxperience's view – the Client's financial position and/or payment behaviour prompt such a request, the Client will be obliged, upon Taxperience's first written request:

- 8.6 make an advance payment; and/or

- 8.7 furnish adequate security for the performance of the obligations owed to Taxperience by means of, for example, a bank guarantee or a pledge.

- 8.8 The amount of the security and/or advance payment requested will be proportionate to the relevant obligations on the part of the Client.

- 8.9 If the Client has not responded to Taxperience's request as referred to in Clause 8.6, or if a direct debit transaction fails, the Client will be in default by operation of law without any prior notice of default being required. If the Client is in default, Taxperience will be entitled to suspend the performance of its obligations under the Assignment(s) or to immediately terminate all or part of the Assignment(s) by notice, without Taxperience becoming liable to pay the Client

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compensation. All Taxperience's claims will become immediately due and payable as a result of the termination by notice.

Clause 9. Identity verification, Wav and protection of personal data

9.1 Upon commencement of the hiring of the Professional, the Client will establish their identity on the basis of the original identity document as well as whether the Professional has a legally valid work and residence permit. A copy of the Professional's identity document may not be processed, unless there is a legal basis for doing so.

9.2 The Parties will treat as confidential all personal data they obtain regarding Professionals in the context of the Confirmation of Assignment and they will process such data in accordance with the provisions of the GDPR. Upon either Party's demand, the Parties will inform one another about the measures they have taken in connection with their obligations pursuant to the GDPR. The Parties will always enable one another to meet the obligations pursuant to the GDPR within the statutory terms.

9.3 In the event of a data breach within the meaning of the GDPR, Taxperience's internal protocol/policy will be followed.

9.4 In order to avoid submitting an unnecessary report, the Parties will take a brief period of time to investigate the data breach after its discovery before reporting it to the Dutch Data Protection Authority. The reporting term starts running at the moment one of the Parties becomes aware of an incident that might fall within the scope of the obligation to report a data breach. The Parties will ensure that a report is submitted to the Dutch Data Protection Authority without undue delay and by no later than 72 hours after the discovery, unless an investigation being carried out at that time shows that the incident does not fall within the scope of the obligation to report a data breach. In this respect, it is important for the Parties to have consulted one another before reporting the data breach to the Dutch Data Protection Authority.

9.5 The other Party must be informed in advance and consultations must be held if the data breach is reported. That notification to the data subject must state at least the following information:

9.6 the nature of the breach,

9.7 the contact details of agencies where the data subject can obtain more information about the breach and

9.8 the measures that are recommended for mitigating the negative consequences of the breach.

9.9 The Client is aware of the fact that the Working Hours Act, Working Conditions Act and Foreign Nationals (Employment) Act apply and must therefore be complied with in case of hiring Professionals who work as self-employed persons. In that context, the Client is independently responsible for complying with these laws.

Clause 10. Liability

10.1 With the exception of provisions of mandatory law, Taxperience is not obliged to pay compensation for any loss of any nature incurred directly or indirectly in relation to the Assignment or the performance thereof, including any loss arising as a result of:

- a. the Professional's hiring in by the Client, even if it turns out that the Professional does not meet the requirements imposed

on them by the Client, unless such is the result of an attributable failure to perform on the part of Taxperience;

- b. the unilateral termination by notice of the contract between Taxperience – or a third party it has engaged – and the Professional;

- c. an act or omission by the Professional, the Client itself or a third party, including the Professional's entrance into obligations; and/or

- d. re-hiring of the Professional without Taxperience's written consent.

10.2 Any liability of Taxperience for any direct loss resulting from an attributable failure in the performance of the Assignment on the part of Taxperience, per occurrence, will be limited to:

- a. the amount that Taxperience's insurance actually pays out, or;

- b. the margin achieved by Taxperience if Taxperience is not insured against the relevant loss or if the insurance either does not pay out a benefit or does not pay out a full benefit. If this margin depends on a time factor, the liability will be limited to the margin achieved by Taxperience in the three months preceding the reporting of loss to the Client. If there is no preceding month in a given situation, the decisive factor will be the margin that Taxperience achieved, or would have achieved, in accordance with the Confirmation of Assignment in the month in which the loss-causing event actually occurred.

10.3 Taxperience will never be liable for any consequential loss or harm, such as lost profit and missed savings, or for any indirect loss or harm.

10.4 The Parties are – without prejudice to that which is provided in this article – mutually liable for direct loss of the other Party as a result of attributable failure to fulfil an obligation under the Assignment(s) or a legal obligation. In case of intent or deliberate recklessness, there will also be liability for consequential and indirect damages of the other Party.

10.5 The Client is obliged to take out adequate insurance with respect to liabilities related to (legal or contractual) obligations as a Client, such as liability for loss incurred by the Professional in the performance of the work (employer's liability).

10.6 The Client will indemnify Taxperience and continue to do so in respect of any costs (including legal fees), claims or demands arising directly or indirectly for Taxperience as a result of or in connection with an Assignment, including (without limitation) as a result of, a breach of any agreements made between the Parties by the Client (or its employees, subcontractors or agents) and/or a breach by the Client or any of its employees or agents of any applicable statutory provisions (including, without limitation, statutory provisions prohibiting or restricting discrimination or inequality of opportunity, immigration laws, working conditions and/or working time laws). The Client will also indemnify Taxperience against claims, receivables, damage and/or fines imposed by a competent authority (such as the Tax and Customs Administration or the UWV) in the event that a notional employment relationship is assumed or the contract with the Professional is reclassified as a notional employment

- relationship, as a result of acts or omissions on the part of the Client that were beyond Taxperience's control.
- 10.7 Taxperience will at all times be entitled to remedy the loss incurred by the Client, if and to the extent such is possible. This also includes Taxperience's right to take measures to prevent or mitigate such possible loss.
- 10.8 Even though the Client is not a party to the contract for services between Taxperience and the Professional, the Client can rely on this contract. This means that if the Client incurs loss or harm that is attributable to the Professional, the Client can also rely on the agreements made between Taxperience and the Professional regarding liability for this loss or harm. Taxperience agrees with the Professionals that the Client is entitled to rely on the provisions of the contract between Taxperience and the Professional, despite the fact that the Client is not a party to that contract (third-party clause). The policies of the professional liability insurance and/or business liability insurance that are available to the Professional to be deployed, are provided to the Client upon request before the commencement of the Assignment. The Professional's liability is limited to the amounts insured, in accordance with the insurances in question, unless there has been deliberate or reckless action. The Professional is not liable for indirect or consequential loss, but only for direct loss resulting from an attributable failure of the Professional in the performance of the Assignment.

Clause 11. Force majeure

- 11.1 In the event of Force Majeure of one of the Parties, this Party has the authority to suspend the performance of the Assignment for as long as the Force Majeure continues. However, said suspension does not apply to obligations unrelated to the Force Majeure which emerged before the commencement of the Force Majeure situation. As soon as Force Majeure occurs at one of the Parties, that Party will immediately notify the other Party.
- 11.2 If the Force Majeure has lasted for three months, or as soon as it is established that the Force Majeure will last for more than three months, the Parties will be entitled to terminate the Assignment(s) early without observing a notice period and without being liable to the other Party for damages. The Client is obliged, until the end of the Assignment(s), to fulfil the payment obligations to Taxperience, regardless of the situation of Force Majeure.
- 11.3 Because of the Force Majeure, the Parties will not be obliged to compensate any damage of the other Party.

Clause 12. Engagement of the Professional by the Client.

- 12.1 During the term of the assignment, as well as for a period of twelve (12) months after the termination of the assignment, the Client is prohibited, except with Taxperience's written consent, from directly or indirectly having the Professional carry out any work, whether as a self-employed person or in employment or in any other way, other than pursuant to a contract concluded between Taxperience and the Client. Within the meaning of this provision, the Client will also mean its legal successor(s) and/or the persons or legal entities appointed by it, as well as the group companies and/or participation(s) belonging to this company within the meaning of Article 2:24 (a, b and c) DCC. In case of violation of this prohibition, the Client will forfeit to Taxperience an immediately due

and payable penalty, without a notice of default being required, of an amount equal to the fee due to the Professional for sixty (60) days at the rates in force at the time of the violation, without prejudice to Taxperience's right to additional compensation.

- 12.2 If an Introduction of a Candidate to the Client does not immediately lead to an Assignment between the Parties, but later leads to an Engagement of the Candidate by the Client or an affiliated company, within 12 months of the date of the Introduction, the Client must inform Taxperience of such Engagement and pay a Transfer Fee equal to 1,800 hours times the Client's rate. The Client's rate in this case will be the rate communicated by Taxperience to the Client for the Candidate or the rate in accordance with Taxperience's rate list to the extent it is higher than the communicated rate.

- 12.3 All Introductions are confidential. If, during a Confirmation of Assignment or within 12 months after its termination, the Client passes on data concerning a Candidate and/or Professional to a third party and this leads to the Engagement of that Candidate and/or Professional, the Client must pay the Transfer Fee in accordance with clause 12.2 above.

- 12.4 The Client may engage a Professional directly only if:
- a) Taxperience is immediately informed of this by the Client before the Engagement commences;
 - b) the conditions stated in this clause are met;
 - c) the Assignment ends in a legally valid manner;
 - d) The Client has fulfilled its payment obligations to Taxperience in full; and
 - e) the employment contract between Taxperience and the Professional has been validly terminated.

Clause 13. Client's duty of care

- 13.1 The Client is aware of the fact that it is required pursuant to Article 7:658 DCC and the applicable Working Conditions Act to ensure that the Professional's workplace is safe. The Client will provide the Professional with specific instructions to prevent the Professional from suffering harm in the performance of their work relating to the assignment.
- 13.2 The Client is liable to the Professional and Taxperience for, and is consequently liable to compensate the Professional for any harm suffered by the Professional in the performance of their work, unless the harm is to a significant extent the result of intent or deliberate recklessness on the part of the Professional, all subject to the provisions of Article 10 of the General Terms and Conditions.
- 13.3 If the harm suffered by the Professional when performing their work results in their death, the Client will be liable in accordance with Article 6:108 DCC to the persons referred to in that Article and to Taxperience to pay compensation to those persons.
- 13.4 The Client will compensate the Professional for – and indemnify Taxperience against – all damage (including costs as well as the actual costs of legal assistance) suffered by the Professional in the context of the performance of their work, if and to the extent that the Client and/or Taxperience is liable for it based on Article 7:658 and/or Article 7:611 DCC.

Clause 14. Confidentiality and intellectual property rights

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- 14.1 The Parties will not provide third parties with any confidential information from or regarding the other Party, or the latter's activities or contacts, which they learn in connection with an offer or the Assignment. The exception to this is if – and only to the extent that – the provision of that information is required to perform the Assignment properly, or they are subject to a statutory duty to disclose.
- 14.2 At the Client's request, Taxperience will require the Professional to observe confidentiality with regard to all information they learn or become aware of during the performance of their work, unless the Professional is subject to a statutory duty to disclose. The Client is free to directly impose a duty of confidentiality on the Professional. The Client will inform Taxperience of its intention to that end and will provide Taxperience with a copy of what has been laid down in that regard. In that case, Taxperience will not be a party to this duty of confidentiality or non-disclosure agreement.
- 14.3 All Intellectual Property Rights that may ensue from the work performed by a Professional that has been engaged will be vested in the Client. Taxperience and/or the Professional will cooperate in full to obtain all necessary licences or patents in connection with this copyright and all other Intellectual Property Rights. Taxperience will agree a provision with the Professional that prohibits the latter from infringing on any Intellectual Property Rights of the Client. The Client will also be free to enter into a separate agreement with the Professional with regard to Intellectual Property Rights. Taxperience is not a party to this.
- 14.4 All Taxperience's Intellectual Property Rights to which the Client is granted access in the context of the Assignment, with the exception of materials belonging to the Client, are the exclusive property of Taxperience. This includes any modifications, additions or works made specifically at the request and/or expense of the Client. With regard to the ICT resources and the aforementioned materials, the Client will only be granted a temporary, personal, non-exclusive and non-transferable right of use to the extent and for as long as this is necessary in the context of the Assignment. Materials produced by Taxperience or Professionals specifically for the Client may continue to be used by the Client – for its own internal business purposes – even after completion of the Assignment.
- 14.5 The Client will indemnify Taxperience against all claims of third parties in connection with an alleged infringement of the Intellectual Property Rights of third parties on the materials provided to Taxperience by the Client, or with respect to the work to be performed by the Professional.
- 15.3 In the event that one or more provisions of the General Terms and Conditions or the Confirmation(s) of Assignment are declared null and void or voidable by the competent court, the other provisions will continue to apply in full. The Parties will do their utmost to ensure that the void or voidable provisions are replaced by valid provisions that will correspond as closely as possible to the intention of the void or void provisions.
- 15.4 The Parties will be sympathetic to each other and will cooperate with each other as desired or necessary.
- 15.5 A refusal by Taxperience to enforce one or more of the agreements made or rights to which it is entitled at any time will not be deemed to constitute a waiver of these rights or the right to enforce these General Terms and Conditions on a later date.
- 15.6 Not a single provision in these General Terms and Conditions can be enforced by any person that is not a party by virtue of the Assignment. However, this does not affect any existing or independently available rights or recovery options of third parties.
- 15.7 All disputes between the Parties related to the Assignment(s) will be resolved between the Parties by mutual agreement if possible. If the Parties cannot reach an agreement, the dispute will be submitted to the District Court in first instance of the district in which Taxperience has its registered office, unless the law imperatively dictates otherwise.

Clause 15. Final provisions

- 15.1 Taxperience reserves the right to amend these General Terms and Conditions. The current version of the General Terms and Conditions will always apply. The most recent version of the General Terms and Conditions can always be obtained from Taxperience.
- 15.2 Amendments or additions to this Confirmation of Assignment are valid only to the extent that these are agreed between the Parties in writing. Any changes made to rates on account of changes in laws and regulations will be implemented and confirmed by Taxperience to the Client with effect from the time of such changes. The rights and obligations arising from the Assignments cannot be assigned unless the other Party consents to such assignment in writing.