

Article 1: General

1. These General Terms and Conditions are applicable to all Services, Offers, Assignments, and agreements provided by Payrolus or its legal successors, as well as to all Services, Offers, Assignments, and agreements arising from or associated with them.
 2. Payrolus explicitly rejects the Client's procurement or general terms and conditions, irrespective of their nature, even if the Client expressly asserts their applicability to the Services, Offers and Assignments, and agreements provided by Payrolus or its legal successors. Any stipulations or agreements deviating from these General Terms and Conditions are legally binding only if Payrolus has expressly confirmed such deviations in writing, and they apply solely to the specific stipulations or agreements in question.
 3. Should one or more provisions of these General Terms and Conditions be deemed null and void or nullified, the Services, Offers, Assignments, and agreements provided by Payrolus and these General Terms and Conditions shall remain effective in all other respects. Provisions lacking legal validity or unenforceable in law will be replaced by provisions that, to the extent possible, align with the content of the provisions being replaced.
 4. All stipulations in these General Terms and Conditions are formulated for the benefit of all individuals who are or were working for Payrolus in the execution of the Assignment. This includes Payrolus' personnel and interim employees, as well as third parties, such as Payrolus' directors, partners, colleagues, and subordinates. They reserve the right to appeal to the Client in this regard.
 5. The text of these General Terms and Conditions may be provided electronically.
 6. Payrolus is authorized to amend and/or supplement these General Terms and Conditions at any time. Amendments or supplements are binding for the Client only if Payrolus has notified the Client, and seven days have passed since the announcement without the Client informing Payrolus of disagreement. Amendments or supplements of minor importance in executing the Assignments may be made at any time and become immediately binding.
 7. If a one-off agreement has been concluded with Payrolus under these General Terms and Conditions, Payrolus acknowledges that these General Terms and Conditions apply to future offers by Payrolus and to agreements between the Client and Payrolus.
- **Economic sanctions:** Any sanctions or economic measures resulting from regulations, conventions, embargoes, or decisions made by relevant authorities pertaining to the Netherlands, which includes bodies such as the European Union and the United Nations.
 - **Employment contract:** A payroll agreement between Payrolus and the Payroller as referred to in Article 7:692 of the Dutch Civil Code.
 - **In writing:** Documented in writing or exchanged via electronic messages, such as through email.
 - **IT resources:** The technological resources utilized by Payrolus in delivering services, through which the client gains direct or indirect access as a component of the services, encompassing (interactive) websites, internet portals, computer systems, time registration systems, software, links (application interfaces), applications (apps), and email.
 - **Mandatory training:** Training necessary to (continue to) perform the Assignment, as referred to in Article 7:611(a)(2) of the Dutch Civil Code.
 - **Offers:** All legal proceedings directed towards fulfilling Assignments or other (framework) agreements, encompassing proposals, offers, and price quotations.
 - **On-call agreement:** An Employment contract as referred to in Article 7:628(a) of the Dutch Civil Code.
 - **Parties:** Payrolus and the Client collectively referred to.
 - **Payroll services:** The services rendered by Payrolus, whereby Payrolus assumes the legal employer status of Payrollers recruited and selected by the Client. The recruited and selected Payrollers commence employment with Payrolus and are subsequently provided to the Client, working under the instruction and supervision of the Client.
 - **Payroller:** Any individual recruited and selected by the Client, placed exclusively with the Client by Payrolus, for the specific purpose of carrying out work under the direction and supervision of that Client or a third party to be designated by it with due observance of these General Terms and Conditions pursuant to a payroll agreement as referred to in Article 7:692 of the Dutch Civil Code (hereinafter also: "DCC").
 - **Payrolus:**
 - Payrolus B.V., a company specializing in payroll services and established under the laws of the Netherlands, with its registered office and principal place of business at Keizersgracht 241, 1016 EA Amsterdam, The Netherlands, and listed in the trade register of the Dutch Chamber of Commerce under number 90814819.
 - Netherlands Employment Services, a company specializing in payroll services and established under the laws of the Netherlands, with its registered office and principal place of business at Keizersgracht 241, 1016 EA Amsterdam, The Netherlands, and listed in the trade register of the Dutch Chamber of Commerce under number 57818908.
 - **Placement:** The act of assigning Payrollers for the purpose of carrying out work under an Assignment, managed and supervised by the Client in accordance with these General Terms and Conditions.
 - **PPIA:** The Placement of Personnel by Intermediaries Act (Dutch: WAADI: Wet Allocative Arbeidskrachten Door Intermediairs)
 - **Rate:** The agreed rate, exclusive of applicable VAT, charged by Payrolus to the Client for the Services provided based on the Assignment.
 - **Reference days and times:** The specific days and hours during which the Payroller may be required to perform work, in accordance with Article 7:655(6)(i)(2°) of the Dutch Civil Code.
 - **Services:** The placement services provided by Payrolus.

Article 2: Definitions

- **Assignment:** The agreement between Payrolus and the Client, wherein Payrolus, at the Client's request, formalizes an Employment contract with a Payroller. This Payroller, provided by Payrolus, is exclusively tasked with work under the supervision and management of the Client, with the Client remitting payment at the agreed Rate to Payrolus.
- **Assignment for a definite period:** The Assignment resulting in the conclusion of an Employment contract for a specified period with a Payroller.
- **Assignment for an indefinite period:** The Assignment leading to the establishment of an Employment contract for an unspecified period with a Payroller.
- **Client:** Any individual or legal entity entering into or receiving an offer for an Assignment or any other agreement with Payrolus to obtain Payrollers for work under the direction and supervision of said individual or legal entity.
- **Confidential information:** Data or specialized knowledge shared from one party to another, whether conveyed verbally or in written form, with the understanding that it is not intended for public dissemination or disclosure to third parties. The receiving party recognizes and acknowledges the confidential nature of the information.

- **Terms of employment:** The employment terms, as outlined in Section 8a, subsections 1 and 2 of the PPIA, which specify that Payrollers are entitled to a minimum of the same employment terms applicable to employees holding identical/equivalent positions within the Client's organization. This entitlement extends to the Client's 'continuity of employment'. In cases where the Client lacks employees in identical or equivalent positions, the Payroller is entitled to, at a minimum, the same terms of employment prevalent in identical or equivalent positions within the Client's professional or business sector. Typically, these provisions result in the application of the (sectoral or company) Collective Labor Agreement (CLA) and/or employment terms existing at the Client's organization being equally applicable to the Payroller. If the Client lacks employees in an identical/equivalent position, there will be coordination between the Client and Payrolus to determine which CLA and/or sectoral employment terms are applicable. Additionally, the Payroller is entitled to an 'adequate pension,' as defined in Section 8a, subsections 5 and 6 of the PPIA, if employees in an identical or equivalent position at the Client or in the Client's professional or business sector (in case of no identical positions) also have a pension plan.

Article 3: Conclusion, term and end of Assignment

1. The Assignment or any other agreement is formalized in writing or confirmed in writing by Payrolus to conclude the Assignment. This concludes the Assignment, unless the Client promptly notifies Payrolus in writing within 5 calendar days of the confirmation date, stating that the confirmation does not accurately reflect the agreed terms. The Assignment is inherently established for an unspecified period, unless its content, nature, and significance necessitate a specified duration. In cases where the Assignment or any other agreement is provided verbally, or if the signed order confirmation has not been received (yet), the Assignment or any other agreement is considered established under the application of these General Terms and Conditions at the point when Payrolus commences work on the Assignment or any other agreement at the Client's request.
2. Assignments for a definite period expire by operation of law upon the conclusion of the agreed term or the occurrence of an objectively definable event predetermined in advance. The Assignment for a definite period cannot be terminated during its term unless otherwise agreed in writing. If termination during the term is possible, the notice periods outlined in the additional provisions will apply.
3. The Client must inform Payrolus either no later than 5 weeks before the conclusion of the definite Assignment period or within 3 working days of Payrolus' request, indicating if it wishes to renew the Assignment, specifying the duration and any other conditions.
4. In the case of an Assignment for an indefinite period or an Assignment for an indefinite period due to legal obligations, the following provisions apply:
 - a. The Assignment may only be terminated if the statutory rules for the dismissal of the Payroller have been met:
 - i. If the Client intends to terminate an indefinite period Assignment due to insufficient work ('economical reasons'), the termination is permissible only if Payrolus is convinced that the Client has provided compelling evidence of the necessity to terminate the Assignment for economic reasons. This assessment also considers the relevant regulatory framework, including the Dismissals Decree. In essence, the Client must demonstrate that discontinuing the Payroller's position is essential for efficient operations. The nomination for the dismissal of the concerned Payroller must align with the reflection principle at the Client, unless other redundancy selection rules are applicable, in which case the nomination must adhere to those specific rules.
 - ii. If the Client intends to terminate an indefinite period Assignment for reasons unrelated to economic considerations, such as unsatisfactory performance or a workplace conflict with the involved Payroller, the termination is permissible only if the statutory conditions for dismissal based on those reasons are met. Timely involvement of Payrolus is essential for the proper fulfillment of its duties as the employer. Additionally, the Client must furnish Payrolus with all relevant information and documentation, including meeting reports, pertaining to the termination of the Employment contract.
 - b. If Payrolus needs to file a petition with the sub-district court to dissolve the Employment contract or request dismissal permission from the Employee Insurance Administration Agency (UWV), the Client is obligated to fully cooperate with Payrolus. This includes providing all relevant information and documentation necessary for the termination of the Employment contract, such as meeting reports, financial data, and workforce data.
 - c. Until the statutory conditions for dismissal are met, the Assignment will persist until Payrolus can validly terminate the underlying Employment contract with the Payroller. A valid termination method encompasses mutual consent, UWV approval, and sub-district court dissolution.
 - d. If a redundancy plan or similar arrangement applies at the Client, the Client shall timely inform Payrolus. This redundancy plan also extends to the Payroller, and any costs arising from this for Payrolus will be invoiced to the Client.
 - e. Assignments for an indefinite period must be terminated in writing, adhering to the applicable notice period specified in Article 7:672 of the Dutch Civil Code, plus one month.
5. If Payrolus is required to make a transition payment to the Payroller as a result of the termination of the Employment contract, this payment will be billed to the Client. Additionally, if Payrolus is liable for any other statutory or contractual payments to the Payroller, such as fair compensation, severance payment, or relocation expenses based on a redundancy plan, these amounts will also be invoiced to the Client.
6. Any Assignment may be terminated immediately, without notice, by either party if the other party:
 - a. is in default, and the failure justifies termination.
 - b. undergoes a complete or partial takeover, justifying termination.
 - c. undergoes liquidation.
 - d. is declared insolvent or files a petition for insolvency.
 - e. is granted a suspension of payment or applies for a suspension of payment.
7. Following termination under paragraph 6 of this article, Payrolus is no longer obligated to provide Payroller(s).
8. Provisions intended to continue after the termination of the Assignment, such as those concerning payment, liability, intellectual property, confidentiality, privacy, and applicable law, remain in effect. In all cases of (early) termination, Payrolus retains the right to payment for work performed up to that point. Upon receiving payment from the Client, Payrolus will conditionally provide the interim results of work carried out up to that point.
9. In the event of Client-initiated (early) termination, all claims of Payrolus become immediately due and payable, and Payrolus is entitled to compensation for justifiable loss of income and any additional costs reasonably incurred or that will be incurred due to premature termination (such as the cost of sub-agreements), unless the termination is attributable to Payrolus.
10. If Payrolus terminates the Assignment (prematurely), the Client is entitled to Payrolus' cooperation in transferring the work to a third party, unless the termination is attributable to Payrolus. If the transfer of work incurs additional costs, these will be billed to the Client.

11. Upon termination of the Assignment, both Parties must promptly return all goods, objects, and documents belonging to the other party.
12. A separate Assignment is executed for each Payroller. If the Client wishes to terminate the provision of a Payroller and, consequently, the individual Assignment, the Client must furnish Payrolus with written notice specifying and justifying the reason for termination.
13. Payrolus engages in individual temporary Employment contracts with Payrollers under Article 7:692 DCC. At least one month before the expiration of a temporary Employment contract between Payrolus and a Payroller, Payrolus notifies the Client of the termination. Unless the Client provides further written notice, Payrolus will propose a follow-up agreement after the termination of a temporary Employment contract with a Payroller.

Article 4: Execution of the Assignment

1. Payrolus will determine the method and executor of the Assignment. However, the Client's preferences will be taken into consideration to the extent possible.
2. Payrolus has the right to delegate specific tasks to an individual or third party chosen by Payrolus, if deemed necessary, without explicit notice or permission from the Client. Payrolus is also authorized to provide this third party with relevant (personal) data supplied by the Client for the assigned work, designating them as a (sub)processor in accordance with privacy regulations. Payrolus will ensure that the third party adheres to the obligations outlined in this Article.
3. Payrolus will diligently perform the work to the best of its abilities; however, Payrolus cannot guarantee the achievement of any specific outcome.
4. The Assignment will be executed in compliance with applicable (professional) regulations and all legal requirements. The Client will consistently cooperate to fulfill any obligations arising for Payrolus from these regulations.
5. Payrolus is obligated to exert reasonable efforts to execute the Assignment and/or any other agreement diligently, adhering to best practices and the prevailing regulatory framework. In the event of Payrolus' failure to meet this obligation, Payrolus must compensate the Client for directly resulting damages, provided the Client submits a written complaint to Payrolus promptly, but no later than three months after the occurrence or discovery of such damages, and demonstrates that they stem directly from Payrolus' attributable failure.
6. The Client must furnish Payrolus with all necessary information in a timely manner and extend all reasonable assistance to enable Payrolus to carry out the Assignment and/or any other agreement diligently, in accordance with best practices and the prevailing regulatory framework.
7. Information provided by Payrolus concerning its services, aside from formal Assignments (confirmation), other agreements, or invoices—such as informative presentations, reports, suggestions, and tips—are strictly for informational purposes. No rights may be derived from this information beyond those explicitly outlined in these General Terms and Conditions.
8. Under the Act for the prevention of money laundering and the financing of terrorism (Wwft), Payrolus acknowledges that:
 - a. It may be obligated to investigate the identity of the Client.
 - b. It may be obligated to report specific transactions to government-appointed authorities.
9. The term "(professional) legislation" includes the Code of Professional Conduct of the Dutch Register of Tax Advisers (Register Belastingadviseurs).
10. Payrolus disclaims any liability for damages resulting from compliance with (professional) regulations and applicable legislation.

11. Payrolus will maintain a work dossier related to the Assignment, containing copies of pertinent documents, which remains the property of Payrolus.
12. Electronic communication methods may be employed by Payrolus. Upon request, the Client agrees to the use of an electronic signature as per Article 3:15a of the Dutch Civil Code (Burgerlijk Wetboek). During the Assignment, the Client and Payrolus may communicate electronically and/or use digital storage (e.g., cloud applications). Unless otherwise agreed in writing, correctly addressed fax messages, emails (including those sent via the Internet), and voicemail messages are considered accepted by both Parties, regardless of whether they contain confidential information or documents related to the Assignment. The same acceptance principle applies to other communication methods used or accepted by the Parties.
13. Payrolus and the Client mutually agree not to hold each other liable for damages arising from the use of electronic communication methods, networks, applications, electronic storage, or other systems. This includes, but is not limited to, damages resulting from non-delivery or delays in delivering electronic communications, omissions, distortion, interception, or manipulation of electronic communications by third parties or by software/hardware involved in sending, receiving, or processing electronic communications. It also covers issues like virus infection and failures or incorrect operation of the telecommunications network or other means essential for electronic communication, except in cases of intentional wrongdoing or gross negligence. This limitation of liability extends to Payrolus' use of these methods in communication with third parties.
14. In addition to the above, Payrolus disclaims liability for damages incurred through or related to the electronic transmission of (electronic) annual accounts and digital filing with the Dutch Chamber of Commerce.
15. Both the Client and Payrolus shall take all reasonable measures to prevent the risks mentioned above.
16. Deadlines stipulating when specific work should be completed are considered crucial only if explicitly agreed upon in writing.
17. If the Client is required to make an advance payment or provide necessary data and information for the execution of the Assignment, the timeframe for completing the work will commence only after Payrolus has received full payment or after the data and information are fully available to Payrolus.
18. Unless it is established that execution remains impossible, the Client may not terminate the Assignment if Payrolus surpasses the deadline. The Client can only terminate the Assignment if Payrolus has been given a reasonable period to complete the Assignment entirely, and Payrolus fails to do so within the granted timeframe.

Article 5: Payroller registration and work procedure

1. The Client enrolls the Payroller with Payrolus by accurately completing Payrolus' (digital) intake form, which is duly filled out by both the Client and the Payroller. Payrolus reserves the right to decline processing a client intake form and, consequently, not entering into an Employment contract with the Payroller. The completion and submission of the declaration form do not automatically result in the establishment of an Employment contract between the Payroller and Payrolus. The actual formation of the Employment contract occurs only after Payrolus has officially confirmed it in writing through an Assignment confirmation.
2. Prior to registration, the Client must fulfill its obligation under these General Terms and Conditions by verifying the identity of the Payroller and ensuring the authenticity and validity of the Payroller's original proof of identity.
3. The Client is required to furnish Payrolus with all requested data and information in a timely manner, in the format specified by Payrolus, and through the method preferred by Payrolus for the proper execution of the Assignment.

4. The Client guarantees the accuracy, completeness, reliability, and legality of the data and information provided to Payrolus, even if supplied by third parties, unless otherwise specified by the nature of the Assignment. The Client affirms compliance with regulations and legislation, including those related to the processing of personal data. Payrolus is not responsible for damages of any kind resulting from inaccuracies and/or incompleteness of data provided by the Client or the act of providing such data. Payrolus may dispose of any data and information violating privacy legislation without notifying the Client.
 5. The Client guarantees that Payrolus receives comprehensive information about the Payroller's employment history with the Client or any affiliated company before concluding the Employment contract. In the event of inaccurate and/or incomplete information concerning the Payroller's employment history, the Client will compensate Payrolus for all losses incurred or anticipated due to such inaccuracies and/or omissions.
 6. The Client must promptly notify Payrolus of any facts and circumstances crucial to the execution of the Assignment.
 7. Payrolus reserves the right to postpone the Assignment until the Client fulfills the obligations outlined in this article. Any additional costs, extra hours, or damages resulting from the Client's failure to meet these obligations will be the responsibility and liability of the Client.
 8. Upon the Client's initial request, Payrolus will return all original documents provided by the Client. The Client bears the expense of sending these documents.
 9. All quotations issued by Payrolus to the Client are non-binding and remain valid for one month, unless explicitly stated otherwise.
- a. The Client is responsible for ensuring that the third party acknowledges, accepts, and complies with the Client's obligations specified in the Assignment, other agreements, and these General Terms and Conditions, to the extent that the Client cannot inherently fulfill these obligations.
 - b. Regardless of the above, the Client remains accountable to Payrolus for meeting all obligations outlined in the Assignment, other agreements, and these General Terms and Conditions.
 - c. The Client assumes liability and indemnifies Payrolus from any damages arising from the actions or omissions of the third party related to the placement of the Payroller and/or any actions or omissions on the part of the Payroller.
 - d. The Client must establish a written agreement with the third party, explicitly stating that the third party will not make the Payroller available to another third party.
 - e. The Client is obligated to comply with its legal obligations as the supplier concerning the provision of Payrollers.
 - f. Payrolus reserves the right to impose additional conditions on its consent.
5. The Client may deviate from the provisions of the Assignment, these General Terms and Conditions, and/or other agreements only if Payrolus and the Payroller have given prior written consent.
 6. Placing the Payroller outside the Netherlands requires written approval from Payrolus. If such permission is granted, it is subject to the following conditions:
 - a. The placement abroad is permitted.
 - b. The requirements for the proposed placement abroad are met.
 - c. The Client notifies Payrolus of the proposed placement abroad at least 14 calendar days before the work begins.
 - d. The Client obtains comprehensive travel insurance covering business travel for the benefit of the Payroller.
 - e. The work abroad is performed under the management and supervision of the Client.
 - f. The placement duration, encompassing both worked and non-worked days during the Payroller's stay abroad, does not exceed 183 calendar days.
 - g. The Payroller provides written consent to the placement.
 - h. Payrolus may impose additional conditions on its consent.
 7. Within the scope of their job duties, the Client is allowed to provide business assets to the Payroller. In such instances, the Client assumes responsibility for appropriately insuring both the business assets and the Payroller as their user. Payrolus holds no liability for any damage caused by the Payroller to or with the business assets or arising from improper or excessive use of the business assets. The Client is responsible for compensating the Payroller for any damages incurred due to the loss or damage of the Payroller's goods related to the execution of the assigned tasks.
 8. Payrolus is not accountable to the Client for damages suffered by the Client, third parties, or the Payroller due to the acts or omissions of the Payroller. The Client indemnifies Payrolus against all claims against Payrolus as the employer of the Payroller by third parties or the Payroller in relation to the damage referred to in this article and will reimburse all reasonable costs incurred by Payrolus in relation to this.

Article 6: Deployment of payrollers

1. The terms governing the deployment of Payrollers to the Client are established in the Assignment. The Client is responsible for ensuring that the Payrollers carry out their duties in accordance with the stipulations in the Assignment and the specified conditions. Any deviation from these provisions is permissible only if Payrolus and the Payroller have mutually agreed upon such deviations in advance and in writing.
2. In the event that a Payroller is unable to perform the agreed-upon work due to special circumstances on the part of the Client, the Client is required to notify both Payrolus and the Payroller at least 24 hours in advance.
3. The Client is not authorized to fully or partially suspend the employment of the Payroller for a temporary period, except in cases of force majeure as defined in Article 6:75 of the Dutch Civil Code.
4. Any departure from the terms outlined in the Assignment regarding the employment of the Payroller can only occur if Payrolus and the Payroller have explicitly agreed to such deviations in advance and in writing.

Article 7: Employment conditions

1. The Client holds the responsibility for the careful management and supervision of the Payroller in the broadest sense. While overseeing the Payroller, the Client is obligated to treat the Payroller with the same level of care as required for its own staff.
2. The Client is required to establish and maintain the necessary spaces, equipment, and tools for the agreed-upon work and implement reasonable measures and instructions to prevent any harm to the Payroller during the execution of their duties.
3. The Client is required to promptly inform Payrolus of any circumstances that could affect the continuity of the placement.
4. The Client is prohibited from assigning the Payroller to a third party for work under the supervision of that third party without obtaining prior written consent from Payrolus. A third party, in this context, also refers to a natural person or legal entity affiliated with the Client in a group. Upon Payrolus' approval as outlined in this paragraph, the following conditions will be applicable:

Article 8: Identity verification

1. The Client affirms its awareness of the laws and regulations governing the verification of Payrollers' identities. It is obligated to verify the Payroller's identity by carefully examining an original identity document, as specified in Sections 1(1), (2), and (3) of the Compulsory Identification Act. The individual signing an individual Assignment on behalf of the Client is also responsible for confirming the Payroller's identity.
2. The Client must retain a copy of the identity document in its records and furnish Payrolus with a legible copy of the proof of ID (and, if applicable, a work permit) before the commencement of work under the Assignment. If the Payroller is a foreign national under

the Foreign Nationals Employment Act, the Client shall share a copy of the identity document, as mentioned in Sections 1(1), (2), and (3) of the Compulsory Identification Act. The Client determines the Payroller's authorization to work in the Netherlands.

3. Payrolus is entitled to conduct random on-site checks on the procedures outlined in this article.
4. Payrolus bears no responsibility or liability for fines resulting from the Client's incorrect application of the Compulsory Identification Act and the Foreign Nationals (Employment) Act. Penalties and additional fees incurred by Payrolus due to the Client's errors will be charged to the Client accordingly.

Article 9: Payroller remuneration

1. In accordance with Section 8a of PPIA, Payrollers will receive remuneration based on the customary or mandatory employment conditions at the Client. Overtime or surcharge hours worked by the Payroller will be compensated accordingly, and any prescribed salary increases will apply.
2. The Client is obligated to inform Payrolus of all relevant employment conditions, any adjustments, and the applicability of overtime and surcharge allowances. The Rate will be adjusted to accommodate any salary increases. If incorrect employment conditions are identified for a Payroller, Payrolus will retroactively apply the correct conditions, and associated costs will be billed to the Client. The Client must promptly inform Payrolus in writing of the contents of employment terms and any interim changes.
3. Changes to the job or remuneration during the Assignment, if justified by regulations or applicable employment terms, will be accommodated by Payrolus. If such changes result in higher remuneration, Payrolus will adjust the Payroller's pay and the Rate accordingly.
4. Payrolus manages the payment to the Payroller and the corresponding payroll taxes. The Client must not remunerate the Payroller or provide benefits without Payrolus' consent. If the Client does so, it assumes responsibility for deducting all due payroll taxes. The Client will compensate Payrolus for damages resulting from payments made without Payrolus' consent. The Client indemnifies Payrolus against claims by the Payroller or third parties, including the Tax and Customs Administration, in this regard.

Article 10: Deficiencies in Payroller provision

1. If, during the Assignment, a Payroller faces temporary incapacity to perform the agreed work, Payrolus and the Client will engage in consultations to assess the necessity for temporary replacement. Payrolus will exert every effort to promptly secure suitable replacement. Typically, the original Payroller will resume their designated work once they have recovered.
2. If a Payroller experiences permanent inability to serve the Client due to termination of the temporary Employment contract, sickness, or accident before the Assignment concludes or before the relevant termination notice period has been fulfilled, Payrolus will make diligent efforts to secure appropriate replacement for the remaining duration of the Assignment.
3. If agreed upon in writing at the commencement of the Assignment, the Client has the option to request, in writing, during the Assignment, the termination of future provision of the Payroller by Payrolus if the Payroller becomes unable to perform the agreed work for reasons other than sickness or accident.

Article 11: Employment of Payroller by Client

1. In this article, "Payroller" also encompasses a candidate introduced to the Client within six months before initiating an employment relationship with the Client. "Entering an employment relationship" in this context encompasses not only direct employment but also includes the establishment of a subcontracting agreement or an Assignment between both Parties, with a Payroller provided to the Client by a third party.

2. The Client is allowed to establish an employment relationship with the Payroller only with the written permission of Payrolus. If the Client intends to initiate an employment relationship with the Payroller, they must inform Payrolus in writing of their intention.
3. If a Client intends to establish an employment relationship with a Payroller, they must provide timely written notification to Payrolus. The Client is aware of statutory regulations regarding successive employership and accepts all associated obligations.
4. The Client may not initiate an employment relationship with the Payroller until the termination of the temporary Employment contract between Payrolus and the Payroller and the completion of the Assignment between Payrolus and the Client, adhering to the provisions outlined in these conditions.

Article 12: Payroller work hours and schedule

1. Within the framework of the Assignment, agreements will be established concerning Payrollers' working hours and schedules. In cases where the Payroller has an on-call agreement and/or highly unpredictable working hours, as outlined in Article 7:655(6) (i)(2°) of the Dutch Civil Code, the Client will communicate the Payroller's Reference Days and Times to Payrolus. The Payroller's working hours, breaks, and rest periods will conform to the customary timings and hours at the Client's site. The Client assures compliance with Dutch statutory requirements for Payrollers' working hours and rest periods, ensuring that Payrollers do not surpass legally allowed working hours, except for occasional overtime.
2. The Client undertakes to utilize the Payroller for the entire agreed-upon number of working hours as specified with Payrolus. In situations where there is a temporary reduction or absence of work for the Payroller, or if the Payroller cannot be deployed, the Client remains responsible for the complete monthly Rate for the remaining duration of the Assignment.
3. The Client will arrange the Payroller's work during the agreed-upon working hours or, in instances of an on-call agreement and/or highly unpredictable working hours as specified in Article 7:655(6) (i)(2°) of the Dutch Civil Code, within the agreed Reference Days and Times.
4. Payrolus may propose adjustments to the working hours and/or schedules related to the Assignment at any time if deemed necessary due to regulations or at the request of the Payroller. The Client is not permitted to reject such proposals without a valid reason.
5. If the Payroller is entitled to an increase in working hours due to actions or oversights of the Client, the agreed-upon number of working hours with the Client will be revised accordingly. This adjustment may be retroactively applied, and the Client is obliged to pay the adjusted Rate from the initiation of the change.
6. If the Payroller is under an on-call agreement or has highly unpredictable working hours, it is the responsibility of the Client to request their services in compliance with relevant regulations on behalf of Payrolus. Should the Client retract or modify the call-up of a Payroller with such an agreement within 4 days or a shorter term as specified in the client's CLA before the scheduled work, the Client will owe Payrolus the Rate for the affected hours.
7. In cases where adjustments to the agreed working hours are necessary due to Article 7:628a of the Dutch Civil Code, the revised hours will be determined in consultation with the Client. Subsequently, the Rate for at least the adjusted number of working hours will be applicable for the duration of the Employment contract.
8. The Client and the Payroller will collaboratively determine the Payroller's holiday and leave, in compliance with the law and terms of employment.
9. The Client will provide the Payroller with the chance to attend training sessions mandated by law or outlined in the working conditions regulations. The Client will cover the Payroller's hours

- spent on such training as part of their working hours. Mandatory training sessions should ideally occur during regular working hours.
10. The Client will allow the Payroller to pause work if the Payroller is entitled to do so under the provisions of the Working Hours Act and/or the Working Conditions Act. This may include instances such as expressing milk following the birth of a child. If the Payroller is entitled to compensation for the hours spent on these work interruptions, the Client will be billed for these hours as hours worked.
 11. At the commencement of the Assignment and throughout its duration, the Client will notify Payrolus of any company closures, mandatory collective days off, and public holidays or special holidays occurring during the Assignment term.
 12. If the Payroller's weekly hours amount to less than 15, and specific work times haven't been established, or if the Payroller has an on-call agreement and the Client fails to provide work or provides it for less than 3 consecutive hours per call-up, the Client will owe Payrolus the Rate per call-up. This payment will cover 3 hours or the anticipated number of hours the Payroller would typically work or expect to work.

Article 13: Working conditions of Payrollers

1. The Client affirms its understanding that it is considered the employer under the Working Conditions Act. In accordance with Section 5(5) of the Act, the Client must furnish Payrolus with a timely description of workplace risks identified in the risk assessment, along with measures to mitigate these risks, prior to work commencement. The Client holds responsibility towards both the Payroller and Payrolus for adhering to obligations outlined in Article 7:658 of the Dutch Civil Code, the Working Conditions Act, and associated regulations concerning workplace safety and overall working conditions. These obligations extend to home offices if the Payroller conducts some or all of their work remotely.
2. If the Payroller sustains harm during work for or participation in the activities of the Client, the Client will promptly notify Payrolus. The Client must prepare a written account of the incident and furnish it to Payrolus. If legal obligations necessitate, the Client must promptly inform relevant authorities of the incident. The report must comprehensively document the incident's cause, facilitating a reasonable determination of whether and to what extent insufficient measures were taken to prevent the damage.
3. The Client is obligated to compensate the Payroller for any damages incurred during the execution of work for or participation in the activities of the Client or the third party mentioned in article 7, paragraph 4, if the Client and/or Payrolus is/are liable under Article 7:658, Article 7:611, and/or Article 6:162 of the Dutch Civil Code.
4. In the event of a workplace accident leading to the death of the Payroller, the Client will provide compensation for the damages, as per the stipulations of Article 6:108 of the Dutch Civil Code, to the individuals mentioned in said Article. The Client will indemnify Payrolus from any claims brought against Payrolus as the Payroller's employer by the Payroller or the individuals mentioned in the aforementioned Article, concerning the damages described therein, and will cover all reasonable costs incurred by Payrolus in this regard.

Article 14: Obligations under the PPIA

1. As per Section 7a of the PPIA, Payrolus is duly registered with the Chamber of Commerce as a company engaged in personnel placement.
2. The Client acknowledges and explicitly states its familiarity with Article 8b of the PPIA. It is obligated to afford the Payrollers assigned to it access to the same business amenities or services within its premises (such as the canteen, child care, and transportation facilities) as those provided to employees in equivalent positions.

3. The Client acknowledges and explicitly states its familiarity with Article 8c of the PPIA. It must promptly and clearly inform the Payrollers assigned to it of any job openings within its company.
4. The Client acknowledges and explicitly states its familiarity with Article 10 of the PPIA. Payrolus is prohibited from assigning Payrollers to any part of the Client's company affected by a strike, lockout, or occupation. The Client must promptly and comprehensively inform Payrolus of any planned or ongoing collective actions, including strikes, lockouts, or occupations.
5. The Client acknowledges and explicitly states its familiarity with Article 12a of the PPIA. Prior to the commencement of placement, the Client must furnish Payrolus with written information regarding the terms of employment as outlined in Section 8a of the PPIA.

Article 15: Payroller participation

1. The Client affirms its awareness of its obligations under the Works Councils Act (hereinafter referred to as "WOR").
2. The Client is obligated to inform the employee participation body established for its company in a timely manner about the (anticipated) placement of Payrollers within its organization. Should the Client opt to fulfill these information duties based on data provided or to be provided by Payrolus, such data provision shall not exceed the obligations imposed by the WOR.
3. The Client guarantees that, at the time of entering into an Assignment or other agreement, it adhered to its obligations under the WOR, including seeking advice from the employee participation body established for its company.
4. Upon completion of a statutory period of work for the Client, Payrollers will attain employee participation rights within the Client's organization. The Client is obliged to afford Payrollers who are members of an employee participation body of Payrolus or the Client the opportunity to exercise their employee participation rights in compliance with relevant laws and regulations. If the Payroller exercises employee participation rights within the Client's organization, the Client is also responsible for compensating the Payroller at the Rate for the hours worked or spent on training during working hours related to the performance of employee participation duties.

Article 16: Rates

1. The Client will compensate Payrolus based on Payrolus' Rates, calculation methods, and practices. Payrolus' fee is not contingent on the outcome of the work performed and may request an advance payment from the Client.
2. Throughout the Assignment, Payrolus and the Client will mutually agree in writing on the Rate. The Rate comprises the Payroller's gross salary, holiday allowance, any expenses, allowances, or bonuses, plus Payrolus' fee. VAT and/or other applicable taxes imposed by the government will be added to all amounts. Prior to the Assignment's commencement, both Parties will specify in writing which elements of the employment terms are incorporated into the Rate.
3. The Rate is determined by the agreed amount of working time and remains applicable even if the Payroller does not work due to reasons such as holidays, leave, illness, or unavailability of work at the Client.
4. Should the work performed by the Payroller, in comparison to the job description provided by the Client, warrant a higher salary and thus an increased Rate, Payrolus will adjust the Rate in consultation with the Client. The Client is responsible for paying this adjusted Rate from the moment of adjustment, provided both the Payroller and Payrolus consent to the change in writing.
5. Payrolus reserves the right to adjust the Rate during the Assignment term, as needed and with retroactive effect, in response to increased actual or anticipated costs resulting from:
 - a. Changes in the terms of employment and/or wages regulated therein. Payrolus will reassess the Payroller's remuneration

- and the Rate for the remaining Assignment term based on information provided by the Client.
- b. Alterations in the regulatory environment, including social and tax laws and regulations, and their implementation or any binding regulation.
 - c. Direct or indirect expenditure and/or provisions made by Payrolus, such as for sick leave, inactivity, or the departure of Payrollers.
 - d. If the provided Payroller is replaced during the Assignment for any reason, the Rate must be renegotiated between Payrolus and the Client.
6. Payrolus may invoice the Client for mandatory or one-time special payments made to the Payroller.
 7. Payrolus is authorized to adjust its Rates to account for the impact of price inflation, based on the annual change in the index for Dutch consumer prices in July or the index of hourly Collective Labor Agreement (CLA) wages as reported by the Dutch statistics agency (CBS), which includes special remuneration for employees in the professional services sector (SBI 2008 M-N Professional services). The Client will be promptly informed of any changes in Rates.
 8. Payrolus will conduct a tax assessment to determine if remuneration and benefits can be provided to the Payroller without taxation, potentially affecting the discretionary margin of the Work-Related Expenses Scheme (WKR) under Section 31a of the Wages and Salaries Tax Act 1964. Annually, Payrolus will monitor if the discretionary margin of the WKR is exceeded for Payrollers supplied to the Client. If the margin is exceeded, Payrolus will usually be liable for 80% income tax as a final levy on the surplus, with these costs passed on to the Client.

Article 17: Invoicing and payment

1. Invoicing occurs on a four-weekly or monthly basis, depending on the agreement between the Client and Payrolus. Invoices are transmitted via electronic message, utilizing a format and layout determined by Payrolus. If no prior arrangements exist, Payrolus sets the invoicing frequency. If the Client engages a third party for invoice delivery and it's directed to said third party, the Client is responsible for ensuring proper receipt. Payrolus is accountable for the accurate transmission of the invoice. If, without fault of its own, Payrolus is unable to deliver the invoice to the third party, the Client is notified, and an alternative delivery method is arranged, maintaining the original invoice date and payment terms.
 2. Payment, in Dutch currency, is to be made via bank transfer to the account number specified on the invoice, without any unauthorized deductions unless agreed otherwise in writing with Payrolus. Unless otherwise agreed in writing, payment is to be made through direct debit within 7 calendar days of the invoice date. Payment is considered completed upon Payrolus' receipt of the due amount. Only payments to Payrolus or its designated third party serve for the purpose of discharge and settlement. Payments to a Payroller, under any circumstance, do not discharge the Client's debt or establish grounds for settlement.
 3. Failure to pay an invoice by the final payment date deems the Client in default, without further notice. Late or incomplete payments prompt a written reminder. If payment is not received within 7 calendar days of the reminder, the Client incurs administration costs of €15 per invoice, a 2% fine on the invoice amount (minimum €15 per invoice), and 1% interest per calendar month on the outstanding amount. If the statutory commercial interest rate is higher, that rate applies. Any part of a calendar month is deemed a full month for interest calculation. The invoice copy serves as proof of the interest calculation start date.
 4. Upon Payrolus' request, the Client grants a written authorization for direct debit collection from the specified bank account, within the agreed term or 7 calendar days after the invoice date if no term is set. The Client ensures sufficient funds in the specified bank account and refrains from reversing payments to Payrolus.
5. Complaints concerning an invoice must be lodged with Payrolus in writing within 7 calendar days of the invoice date or within 7 days of discovering an issue, provided the Client can demonstrate they couldn't have reasonably detected it earlier. The Client bears the burden of proof regarding timely complaint submission. Failure to lodge a complaint within the specified timeframe renders the right to complain null. Submitting a timely complaint does not absolve the Client of payment obligations, suspend other payment responsibilities, or grant settlement rights.
 6. The Client is not authorized to offset the invoice amount with any counter-claims or suspend payment, regardless of the circumstances.
 7. In the event of a valid complaint, Payrolus may choose to adjust the invoiced fee, rectify or redo the work in question, or terminate work on the Assignment, partially or entirely, with a fair refund of any fee already paid by the Client.
 8. Payrolus reserves the right to assess the creditworthiness of the Client and its affiliated companies.
 9. Payrolus retains the right to demand the Client to issue a direct debit authorization, make full or partial advance payments, or provide adequate security for its obligations towards Payrolus, including bank guarantees or pledges. The requested security or advance must be proportionate to the relevant obligations of the Client, both current and future.
 10. Failure by the Client to comply with the requests mentioned in paragraph 9, including the provision of advance payments or security, or reversing payments, constitutes default without the need for formal notice. In such cases, Payrolus has the right to suspend its obligations under all Assignments or agreements with the Client, or to terminate them immediately, without liability for damages, and all claims become immediately due and payable upon termination.
 11. All legal and extrajudicial collection costs incurred by Payrolus due to the Client's non-compliance with obligations outlined in this Article are the Client's responsibility. Extrajudicial costs are fixed at 15% of the principal due, with a minimum of €300 per claim plus VAT and interest, unless higher costs can be demonstrated by Payrolus.
 12. In jointly granted Assignments, Clients are severally liable for paying the invoiced fee and any related interest and expenses to the extent that the Assignment benefits them jointly.

Article 18: Liability

1. Payrolus and the Client commit to obtaining and maintaining insurance coverage against liability for damages arising from the failure to correctly, timely, or completely execute the provisions outlined in these General Terms and Conditions. Upon request, both Payrolus and the Client must provide each other with a complimentary copy of the insurance policy terms.
2. The liability for compensating damages is capped at the actual amount paid out by the insurance company mentioned in paragraph 1, plus any applicable excess. If, for reasons beyond Payrolus' responsibility, there is no insurance payout as mentioned in clause 1, liability is restricted to the fee paid by the Client to Payrolus according to the criteria in these General Terms and Conditions (plus VAT if applicable). Additionally, the liability is limited to the work related to the event causing the damages, or to which it is connected, up to a maximum of fifty thousand euros (€ 50,000). This article considers a series of related events as a single event. Payrolus is not liable for consequential or indirect damages, including loss of earnings, missed savings, business operation disruptions, penalties, data loss, or reputational damage in any case.
3. Payrolus is not liable for:
 - a. Damages suffered by the Client or third parties due to incorrect or incomplete data or information provided by the Client to Payrolus, or resulting from the Client's actions or

negligence. This includes situations where Payrolus is unable to submit annual accounts to the Chamber of Commerce within the legal timeframe due to actions or omissions by the Client.

- b. Damages suffered by the Client or third parties due to actions or negligence by interim staff recruited by Payrolus (excluding Payrolus' Payrollers), even if these individuals work for an organization associated with Payrolus.
 - c. Loss of profits, indirect damages, or consequential loss experienced by the Client or third parties, including business disruptions.
 - d. Administrative fines imposed on the Client by regulatory authorities, unless damages result from Payrolus' intent or gross negligence, in which case Payrolus' liability is limited per the stipulations of paragraph 2.
 - e. Claims against the Client by data subjects, unless damages result from Payrolus' intent or gross negligence, in which case Payrolus' liability is limited per the stipulations of paragraph 2.
4. Additionally, liability is contingent upon the Client promptly informing Payrolus in writing upon discovering any deficiencies. Payrolus retains the right, whenever possible, to rectify or mitigate damages suffered by the Client by repairing or enhancing the faulty product.
 5. Any claims for damages reimbursement must be submitted within twelve months of the Client discovering or reasonably being able to discover the damages. Failure to adhere to this timeframe will result in the forfeiture of the reimbursement right.
 6. The Client is obligated to indemnify Payrolus against all third-party claims, including those from the Client's shareholders, company directors, commissioners, and personnel, as well as affiliated individuals, legal entities, companies, and other entities associated with the Client's organization. This indemnification does not apply when these claims result from Payrolus' gross negligence.
 7. The Client shall indemnify Payrolus against third-party claims for damages stemming from the Client providing Payrolus with inaccurate or incomplete information. This indemnification is not applicable if the Client can demonstrate that the damages are unrelated to any blameworthy actions or negligence on their part, or if caused by Payrolus' intent or gross negligence. Third-party claims also encompass fines imposed on Payrolus as an accessory to tax evasion.
 8. Payrolus is committed to executing the Assignment and/or other agreements diligently, adhering to best practices and the prevailing regulatory framework.
 9. The Client assumes liability and must indemnify Payrolus for any harm suffered by the Payroller during the course of work. The Client is also responsible for indemnifying Payrolus for any damage caused by the Payroller to the Client or third parties, including their belongings. Payrolus is not accountable for damages resulting from commitments made by the Payroller to the Client or third parties, with or without their consent.

Article 19: Time recording

1. Both Payrolus and the Client are required to utilize an electronic time registration system, with the Client providing approval through an electronic signature. The Client or their representative is responsible for ensuring that the time registration accurately captures worked hours, overtime, and other essential details, including incurred expenses. The Client is obligated to maintain a signed copy of the time registration form for their internal records and submit the approved, signed original to Payrolus, whether directly or through the Payroller.
2. Payrolus retains the right to issue invoices to the Client for payment obligations stemming from the Assignment and/or these General Terms and Conditions, excluding those related to the time registration form.

Article 20: General compensation for damages

1. In the event of the Client's non-compliance with one or more obligations to Payrolus or the Payroller, as outlined in the Assignment or these General Terms and Conditions, the Client must compensate Payrolus for any resulting damage, whether direct or indirect, without necessitating a notice of default. Damage, in this context, encompasses all costs incurred by Payrolus in connection with the damage, including actual legal expenses.
2. The stipulations in this article do not impede Payrolus' right to pursue any other claims against the Client, including enforcing compliance or terminating the agreement.
3. Payrolus may invoke this article, even if the Client's obligation for damage compensation is separately addressed in these General Terms and Conditions.

Article 21: Intellectual property

1. All intellectual property rights and authorities pertaining to the materials developed or utilized by Payrolus in executing the Assignment, to which Payrolus is entitled under the Copyright Act, shall be vested in Payrolus or its licensors, notwithstanding any provision stated in these General Terms and Conditions. This includes but is not limited to advice, methodologies, agreements, literature, documents, electronic files, systems, system designs, and software programs, whether provided to the Client or third parties, unless expressly agreed otherwise. This provision also encompasses any specific modifications, additions, or work conducted at the behest and/or expense of the Client. The Client is granted temporary, personal, non-exclusive, and non-transferable usage rights solely for the purpose of utilizing the services agreed upon between Payrolus and the Client. Materials tailored by Payrolus specifically for the Client, such as bespoke reports, may also be utilized by the Client for internal business purposes following the conclusion of service provision.
2. Payrolus reserves the right to utilize all input, feedback, suggestions, et cetera, pertaining to the IT resources received from the Client and the materials mentioned in paragraph 1, without requiring further consent or remuneration. Should Payrolus introduce modifications or enhancements to the IT resources or materials at the request or suggestion of the Client, whether for compensation or otherwise, Payrolus retains the right to make such modifications and/or enhancements available to other users of the IT resources or materials. Payrolus is under no obligation to comply with any requests for alterations or additions to its IT resources or materials.
3. The Client is not permitted to duplicate, disclose, or exploit Payrolus' intellectual property or any recordings thereof on data media, except with the express written permission of Payrolus or as allowed by these General Terms and Conditions, whether or not involving third parties' collaboration or engagement.
4. The Client ensures indemnification of Payrolus from any third-party claims related to an alleged violation of the (intellectual property) rights of those third parties concerning the materials provided by the Client to Payrolus or the Payroller as part of the proposal, Assignment, or other agreement.
5. The Client holds the intellectual property rights to the outcomes of the work conducted by the Payroller, as stipulated by law. Upon the Client's request, Payrolus will facilitate the signing of a written declaration by the Payroller, to the extent required and feasible, to facilitate or enhance the acquisition or transfer of all intellectual property rights to the outcomes of the Payroller's work to the Client.
6. The Client has the liberty to enter into a direct agreement with the Payroller or present a declaration for the Payroller's signature concerning the intellectual property rights mentioned in paragraph 5. The Client will communicate its intentions to Payrolus and furnish Payrolus with a copy of the pertinent agreement or declaration.

Article 22: Confidentiality

1. Both Parties are obligated to maintain the confidentiality of all information designated as confidential obtained from each other or another source in connection with their agreement. Information is considered confidential if explicitly identified as such by the other party or if its nature implies confidentiality.
2. Payrolus and the Client shall refrain from disclosing any confidential information regarding the other party, its activities, and its business relations to third parties, unless necessary for the proper performance of the Assignment or if mandated by statutory disclosure obligations, including those under the Act for the prevention of money laundering and financing of terrorism (Wwft), or if the Client has released Payrolus from the obligation of non-disclosure. This obligation also extends to results derived from processing provided data. However, this does not prohibit consultation among colleagues within Payrolus' organization deemed necessary for diligent execution of the Assignment or compliance with legal or professional obligations. If Payrolus is compelled to disclose confidential information to third parties and cannot legally refuse to do so, Payrolus shall not be liable for damages, and the Client cannot terminate the Assignment on this basis.
3. Payrolus imposes a general confidentiality obligation on its Payrollers. The Client may directly impose a duty of confidentiality on the Payroller. In such cases, the Client must notify Payrolus and provide a copy of the statement/agreement. Payrolus cannot guarantee the Payroller's compliance with any confidentiality obligation and shall not be liable for any fines, judicial penalties, or damages resulting from a breach of confidentiality by the Payroller. The Client shall indemnify Payrolus against third-party claims related to the Payroller's failure to comply with any confidentiality obligation.
4. Should Payrolus act independently in disciplinary, civil, arbitration, administrative law, or criminal proceedings, it may use data and information obtained during the execution of the Assignment if deemed relevant in its reasonable judgment.
5. Without prior written permission from Payrolus, the Client is prohibited from disclosing the content of advice, opinions, or other communications from Payrolus to third parties, except where directly required by the Assignment, for obtaining expert opinion regarding Payrolus' work, or if legally obligated to disclose. Payrolus may also disclose such information in aforementioned legal proceedings.
6. Payrolus may disclose the name of the Client to Payrolus' commercial contacts and provide a general overview of the work performed as an indication of Payrolus' experience.
7. Payrolus may utilize figures obtained from its work for statistical or comparable purposes, provided such results cannot be attributed to individual Clients.
8. Except as stipulated in the foregoing clauses, Payrolus shall not use information provided by the Client for purposes other than those for which they were obtained.
9. The Client is prohibited from requesting any data from Payrolus that Payrolus is not authorized to provide or collect in accordance with applicable laws and regulations. The Client assumes responsibility for the subsequent processing of the data provided by Payrolus.
10. The Client holds the responsibility to provide personal data to Payrolus only when legally authorized to do so, and with a valid legal basis, which may include obtaining necessary consent from the individuals concerned.
11. The Client agrees to indemnify Payrolus against any claims from Payrollers or other third parties against Payrolus arising from the Client's violation of the provisions in this article, and the Client will reimburse Payrolus for any associated costs incurred.
12. In the case of joint processing responsibility, the Parties shall process personal data carefully and in accordance with the prevailing privacy regulations in the Netherlands, as well as any relevant special legislation.
13. Payrolus will not disclose personal data to third parties under any circumstances or in any way unless such disclosure is necessary for executing the Assignment or if Payrolus is legally obliged to do so. The Parties will only communicate personal data to each other that they are entitled to receive under applicable laws.
14. In the case of joint processing responsibility, both Parties will implement technical and organizational measures (and adjust them if necessary) to ensure the security of personal data. These measures will consider the state of the art, implementation costs, as well as the nature, scope, context, and risks of the personal data and the data subjects.
15. In the event of a security incident involving the loss of personal data processed within the context of the Assignment or potential unauthorized access, the Parties shall promptly inform each other upon discovery. They will collaborate on determining the most appropriate approach and resolution, adhering to the prevailing regulations regarding security incidents and the obligation to report data breaches.
16. The Client will notify the relevant parties, as outlined in Article 4(1) of the European General Data Protection Regulation (GDPR), about the processing of their personal data by Payrolus for the purpose of executing the Assignment. This notification will be in accordance with Articles 13 and 14 of the GDPR.
17. Both Parties will handle requests or objections from data subjects in line with applicable privacy regulations. However, if the request pertains to personal data processing related to personnel activities, including salary processing services, the Client will manage the request. If the request or objection concerns personal data processed by Payrolus, the Parties will collaboratively determine the most appropriate response.
18. In the course of executing the Assignment, the Parties will promptly inform each other of any investigation by the Dutch Data Protection Authority (DPA) or other circumstances that may result in the DPA imposing fines or issuing orders subject to periodic penalty payments related to the processing of personal data.
19. If there are changes in personal data processing, privacy regulations, or other relevant circumstances affecting personal data processing, the Parties will consult on necessary modifications to their agreements on personal data processing.
20. Payrolus has published a privacy statement on its website outlining the personal data processed and the intended purposes.
21. In cases where Payrolus is not considered the data controller and is to be regarded as the (sub)processor, the Parties will enter into a (sub)processor agreement. This agreement will serve as a supplement to or deviation from these General Terms and Conditions.
22. The definitions used in this article align with those used in Article 4 of the GDPR.

Article 23: Privacy

1. According to applicable privacy regulations, Payrolus is considered the data controller for the processing and exchange of personal data in the context of the Assignment. If the documents provided by the Client include personal data, Payrolus will be the data controller responsible for processing all personal data from the moment of obtaining such data until the provision of personal data to the Client.
2. Unless the Client issues an agreement to Payrolus where only the Client's personal data is processed, or the Client acts as a processor under the privacy regulations, the Client will be designated as the data controller (under the prevailing privacy regulations) for the processing of personal data made available by the Client. This designation applies to all processing by Payrolus.

Article 24: Use of IT resources

1. Payrolus utilizes IT resources to deliver services and offers their use to Clients for data exchange and legal transactions. The provisions regarding IT resource usage outlined in these General Terms and Conditions apply. Access to "My Environment" is governed by its specific Conditions of Use. Legal acts will be carried out using IT resources and procedures specified by Payrolus, deviating from Article 3:15a(2) and (3) and Article 6:227a(1) of the Dutch Civil Code.
2. Upon Payrolus' reasonable request, the Client will assist in configuring and accessing IT resources. If IT resources are deployed at the Client's or a designated third party's location with consent, the Client is responsible for providing necessary connections and maintaining the equipment. Any damage or loss resulting from misuse, theft, fire, or water damage is the Client's responsibility.
3. The Client's use of IT resources is confined to the purposes for which they are provided, including facilitating Payrolus services, communication, and legal actions related to the services. The right of use terminates automatically upon service termination. The Client may only utilize IT resources for internal business purposes and is prohibited from reselling them or using them for third-party benefit.
4. The Client must exercise due care in IT resource usage, adhering to applicable laws, regulations, and these General Terms and Conditions. Regularly checking and following provided use instructions and conditions is imperative. Payrolus reserves the right to charge additional costs or time if the Client fails to comply, with reasonable advance notice provided whenever feasible to rectify non-compliance before charging.
5. The Client bears responsibility for the utilization of IT resources by itself, its employees, and any engaged third parties. It guarantees the competence and authorization of these individuals to use the IT resources and exchanged information, as well as to conduct legal actions through them. Access to and utilization of IT resources are restricted to employees involved in the preparation, execution, or settlement of agreements between the Client and Payrolus. The Client is liable for any damages resulting from incorrect or improper IT resource use by its employees and agrees to indemnify Payrolus against third-party claims related to such use or exchanged data. Payrolus reserves the right to suspend IT resource access for relevant employees of the Client in case of non-compliance, without assuming liability for any resulting damages suffered by the Client.
6. The Client will implement suitable technical and organizational measures to ensure an adequate security level for the correct and uninterrupted use of IT resources and exchanged information, as well as to prevent damage.
7. Unless otherwise specified, each party is responsible for bearing their own costs related to the provision or utilization of IT resources.
8. IT resources must not be used for storing unique data or for backups. Data accessible via IT resources are stored temporarily within the resources. The Client is responsible for ensuring adequate data backup in compliance with legal provisions and these General Terms and Conditions. Payrolus holds no liability for damages or loss of unique data stored within or on the IT resources.
9. The Client agrees not to cause any hindrance to Payrolus, other users of the IT resources, or third parties while using the IT resources. The Client must promptly follow any instructions issued by Payrolus to prevent or halt such hindrance. Payrolus reserves the right to suspend IT resource usage to address any hindrance.
10. Unless explicitly permitted, IT resources are intended for use by natural persons only. Prior written consent from Payrolus is required to allow contact or use of IT resources by automated systems or to establish connections between IT resources and automated systems.

11. If the Client receives login details for IT resource usage from Payrolus, confidentiality must be maintained. The Client assumes full responsibility for the use and misuse of IT resources using these login details. Legal actions conducted using the login details bind the Client, and Payrolus may assume that users of the login details are authorized representatives of the Client. Any suspected breaches of confidentiality or misuse of login details must be reported promptly to Payrolus, which will deactivate the relevant login details as soon as possible.
12. Payrolus may offer support for IT resource usage via telephone and/or email, but is not obligated to do so. The Client must first attempt to resolve any issues using available documents and instructions before seeking support.

Article 25: Operation and availability of IT resources

1. Payrolus will exert reasonable efforts to ensure the availability and quality of the IT resources. However, Payrolus does not guarantee continuous, faultless availability of the IT resources or flawless data processing. Payrolus explicitly disclaims responsibility for availability and operational defects of the IT resources due to force majeure events (including internet malfunctions, hacking, Denial of Service attacks), or actions by the Client's employees or third parties engaged by the Client.
2. The Client must promptly inform Payrolus of any malfunctions or unintended data access. The Client shall cooperate fully in any malfunction investigation and, if feasible, immediately delete any unauthorized data as directed by Payrolus. If no malfunction is identified or if it is caused by the Client or its designated third parties, Payrolus reserves the right to invoice the Client for reasonable costs associated with the investigation and resolution of the malfunction.
3. Payrolus retains the right to temporarily suspend IT resource availability as necessary for implementation changes or for preventive and/or corrective maintenance. Payrolus will endeavor to minimize inconvenience to the Client during such periods.
4. Payrolus reserves the right to modify the IT resources periodically, due to factors such as technological advancements, changes in business processes, or corporate policies. This may involve altering, supplementing, or removing existing functionalities. Whenever feasible, the Client will receive prior notification of significant changes to the IT resources that may affect them, such as alterations to data entry methods. Therefore, the Client must regularly review any usage instructions and updates provided by Payrolus through the IT resources or other channels, and incorporate them into their IT resource utilization practices.

Article 26: Security

1. Payrolus implements robust security measures, including protection against viruses, unauthorized access, and data breaches. Payrolus' security protocols are documented in its Information Security Policy, ensuring comprehensive protection. Here are some key measures Payrolus takes:
 - Access to IT resources storing Client data is restricted to authorized personnel and secured with fire detection systems and access control mechanisms.
 - Payrolus utilizes cutting-edge anti-virus programs to shield data and files from hackers and known viruses.
 - Layered firewall technologies are employed to regulate access, permitting only authorized users, both within and outside Payrolus, to access relevant data.
2. While Payrolus strives to minimize risks, complete immunity from contamination, unauthorized use, or data loss is not feasible. Payrolus cannot be held liable if, despite its efforts, Client data suffers damage, loss, or unauthorized access, unless such incidents result directly from intentional misconduct or gross negligence on Payrolus' part.
3. Should the Client and Payrolus establish a system link within the scope of agreed services, the Client must implement adequate

safeguards to protect IT resources and processed data against damage, misuse, and unauthorized access via the link from their systems. Payrolus may stipulate additional requirements and reserves the right to temporarily disable the link if any security vulnerabilities in the Client's systems pose a risk to IT resources or other Payrolus systems.

Article 27: IT resources and information

1. The information presented through the IT resources of Payrolus is diligently compiled and composed. However, Payrolus cannot guarantee constant accuracy, completeness, and timeliness of this information. Factors such as reliance on third-party data, administrative processes, technological constraints, or internet malfunctions may contribute to occasional discrepancies. Should the Client identify inaccuracies, prompt notification to Payrolus is required.
2. Any information relayed by the Client to Payrolus via IT resources must be accurate and complete. Payrolus assumes the validity of such information when providing services and is not obliged to verify its accuracy or completeness. However, in relevant instances, Payrolus may opt to verify information and provide advisory services on a voluntary basis, without assuming liability for the information's accuracy or completeness.
3. Payrolus reserves the discretion to amend, supplement, or remove exchanged information via IT resources without prior notice if it is found to be inaccurate or incomplete.
4. Transmission or publication of messages or material deemed misleading, offensive, discriminatory, unlawful, or otherwise inappropriate or hurtful is prohibited. Payrolus reserves the right to refrain from posting such content, or to delete or modify it without prior notice.
5. The content exchanged and legal actions conducted via IT resources are documented within the system. These records serve as the authoritative source regarding the content and timing of information exchanges or legal actions. In cases where the Client disputes the timing or content of such exchanges or actions, Payrolus will conduct a reasonable and transparent investigation, communicating the findings to the Client. However, the Client is not entitled to withhold payments based on such disputes.

Article 28: Prescribed IT resources or services of the Client's supplier

1. If the Client furnishes any ICT resources to Payrolus for data exchange or legal transactions, or specifies certain ICT resources and/or suppliers for Payrolus' use, the following provisions apply:
 - a. The Client affirms and assures full compliance with its obligations under the General Data Protection Regulation (GDPR), especially Articles 24, 25, 30, 32, 33, and 34 of the GDPR.
 - b. If the Client also engages the services of a third-party supplier, said supplier will be considered the Client's processor. The Client assures Payrolus that it has arranged invoicing and necessary binding agreements with this processor. Furthermore, the Client assures compliance with Articles 28 and 29 of the GDPR by both itself and its processor.
 - c. The Client agrees not to request any data from Payrolus that Payrolus is not authorized to provide or collect under applicable laws and regulations. The Client is accountable for the subsequent processing of data provided by Payrolus.
 - d. The Client shall indemnify Payrolus against any claims made by candidates, employees, or workers of the Client, or other third parties, arising from the Client's breach of the provisions of this article. Additionally, the Client shall reimburse Payrolus for any costs incurred in relation to such claims.

Article 29: Final provisions

1. **Applicable law and disputes:** All agreements between Payrolus and the Client are exclusively governed by Dutch law. Any disputes arising from agreements concluded by Payrolus with the Client will be resolved solely by the authorized court in the town or city where Payrolus has its seat, following reasonable efforts by both Parties to amicably settle the dispute.
2. **Economic sanctions:** The Client affirms that its company, potential subsidiaries, as well as its board members and employees, are not listed among entities subject to Economic sanctions, nor have they been implicated in any claims, proceedings, or investigations related to such sanctions. The Client pledges to adhere to Economic sanctions, ensuring that neither it nor its potential subsidiaries partake in activities conflicting with Economic sanctions. Furthermore, the Client guarantees that funds transmitted to Payrolus do not derive from activities that contravene Economic sanctions.
3. **Exceptional circumstances:** In the occurrence of exceptional circumstances, whether foreseen or unforeseen, such as changes in the regulatory environment, Payrolus reserves the right to promptly adjust or terminate the Assignment or any other agreement if, due to these exceptional circumstances, it is not reasonably feasible for Payrolus to continue the Assignment or agreement under the existing conditions.
4. **Prevention of discrimination:** In entering into and carrying out the Assignment or any other agreement, especially in relation to the placement of Payrollers, both the Client and Payrolus will establish and consider only requirements relevant to the position. Neither the Client nor Payrolus will engage in prohibited discrimination based on religion, faith, political views, gender, race, nationality, sexual orientation, civil status, disabilities, chronic illness, age, or any other grounds.
5. **Time limit:** Unless specified otherwise in these General Terms and Conditions, any claims by the Client against Payrolus related to the execution of work, for any reason, will expire one year after the time when these rights became known to the Client or could reasonably have been known to the Client.
6. **Transfer of rights:** Payrolus retains the right to transfer its rights and obligations stemming from the Assignment, other agreements, and these General Terms and Conditions to a third party. Unless expressly agreed upon in writing, the Client is not authorized to transfer its rights and obligations arising from the Assignment, other agreements, and these General Terms and Conditions to a third party.
7. **Work at client's premises:** In the event that Payrolus conducts work at the Client's premises, the Client is responsible for providing a suitable workplace that adheres to statutory occupational health and safety standards and other applicable regulations concerning working conditions. Additionally, the Client must ensure that Payrolus is supplied with office space and other facilities deemed necessary or beneficial for executing the Assignment, meeting all relevant (statutory) requirements. Concerning (computer) facilities provided, the Client is obligated to ensure continuity through adequate backup, security, and antivirus procedures.