

## General Terms and Conditions of Zeger

### 1. Applicability

These general terms and conditions apply to all offers, agreements, and other legal relationships (Agreement) relating to secondment arrangements entered into between a Client and Zeger, under which Zeger presents one or more Candidates to the Client for the performance of an Assignment for a fixed period, other than under an employment contract.

### 2. Definitions

- **Seconded Professional:** The individual or legal entity made available to the Client by Zeger as a self-employed contractor (ZZP'er), employee, or otherwise.
- **Candidate:** The individual or legal entity presented by Zeger to the Client as a potential Seconded Professional.
- **Assignment:** The activities to be carried out by the Seconded Professional for or on behalf of the Client under the Agreement.
- **Client:** The individual or legal entity that enters into an Agreement with Zeger for the provision of a Seconded Professional.
- **Agreement:** The agreement between the Client and Zeger for the execution of the Assignment.
- **Affiliated Persons:** Any person who is or was, directly or indirectly, engaged by or affiliated with Zeger, including but not limited to (former) employees, contractors, (external) advisors, directors, shareholders and/or partners, subsidiaries, affiliated entities (and their (former) employees). A "person" may be either a natural or legal person.
- **Zeger:** Zeger Inhouse Consultancy B.V.

### 3. Formation of the Agreement

- 3.1 An Agreement is formed once both Zeger and the Client have confirmed the terms in writing. Oral agreements must be confirmed in writing to be legally binding.
- 3.2 In the event of a conflict between these general terms and the Agreement, the provisions of the Agreement shall prevail. Deviations from these terms must be agreed upon in writing.

### 4. Obligations of Zeger

- 4.1 Zeger shall make every effort to propose a suitable Candidate who meets the agreed qualifications and experience.
- 4.2 If the Seconded Professional is an employee of Zeger (i.e. not a ZZP'er), Zeger remains the formal employer during the secondment and is responsible for salary payments, taxes, and other employer obligations.
- 4.3 If Zeger provides a Seconded Professional through a third party, the third party remains the formal employer. Zeger will ensure compliance with its obligations in this context.

**5. Obligations of the Client**

- 5.1 The Client shall deploy the Seconded Professional in accordance with the agreed role and responsibilities.
- 5.2 The Client is responsible for providing a safe and healthy working environment and for compliance with all applicable laws and regulations regarding working conditions.
- 5.3 The Client shall provide Zeger and/or (if applicable) the the seconded professional with all necessary information and cooperation required to properly perform the Agreement.
- 5.4 The Seconded Professional may only be assigned to other (legal) persons or different activities than those agreed upon with prior written approval from Zeger.
- 5.5 Except for Seconded Professionals qualifying as ZZP'ers, the Client acknowledges that under Dutch occupational health and safety law, it is considered the actual employer and is responsible for compliance with Article 7:658 of the Dutch Civil Code, the Working Conditions Act (Arbowet), and related legislation.

**6. Liability**

- 6.1 The results of the Seconded Professional's work are at all times at the Client's risk, or, if otherwise agreed, at the ZZP'er's risk.
- 6.2 Zeger is not liable for any damages caused by the Seconded Professional in the execution of the Assignment, unless due to intent or gross negligence on Zeger's part.
- 6.3 Any claim for damages against Zeger shall lapse if not notified in writing within one year of the discovery of the event or circumstance.
- 6.4 The Client shall indemnify Zeger against all third-party claims related to the Assignment, the Agreement, and/or the services provided.
- 6.5 Zeger is not liable for any (mis)conduct or omission by third parties, nor for damages arising from the use of digital services.
- 6.6 All Affiliated Persons, Clients, and partners of Zeger may invoke the above liability provisions as if they were Zeger.

**7. Confidentiality**

- 7.1 Both the Client and Zeger shall treat as confidential any information exchanged before, during, or after the performance of the Agreement, if marked as confidential or if the receiving party knows or should reasonably know it was intended to be confidential. This obligation extends to the Seconded Professional and any third parties involved. The obligation does not apply where disclosure is required by law or court order.
- 7.2 These confidentiality obligations shall remain in force after termination of the Agreement, for as long as the disclosing party may reasonably expect the information to remain confidential.

**8. Fees and Payment**

- 8.1 The Client shall owe the agreed fee for hours worked by the Seconded Professional, plus any surcharges, expenses, and fees of third parties engaged by Zeger, excluding VAT and other applicable taxes.
- 8.2 If changes in cost-determining factors (e.g. wages, inflation) occur after conclusion but before full execution of the Agreement, Zeger may adjust the rates accordingly, including annual CPI-based adjustments.
- 8.3 Payment must be made without deduction, discount, or set-off, within 30 days of the invoice date, in the currency specified, to a bank account designated by Zeger.
- 8.4 If payment is not received on time, the Client shall be in default without notice of default being required. Zeger may charge 1% interest per month on the outstanding amount from the due date onward.
- 8.5 Payments will first be applied to interest and costs, and then to outstanding invoices, regardless of the Client's designation.
- 8.6 Disputes about the invoice amount do not suspend the Client's payment obligation.
- 8.7 Zeger is entitled to suspend services as long as the Client has not fulfilled its payment obligations.
- 8.8. All legal and extrajudicial collection costs are payable by the Client. Extrajudicial costs are set at 15% of the outstanding amount, with a minimum of EUR 500 per case.
- 8.9 Where multiple Clients enter into an Agreement jointly, they are jointly and severally liable for full payment of the invoice to Zeger.

**9. Engagement of the Candidate or Seconded Professional**

- 9.1 The Client may hire or engage the Candidate or Seconded Professional directly (under employment, freelance, or via a third party) only if it pays Zeger a reasonable compensation as set out in 9.2.
- 9.2 If the Client hires a Candidate or Seconded Professional within twelve months after the Assignment ends, the Client owes Zeger a fee equal to 25% of the gross annual salary (or, for ZZP'ers, 25% of the average monthly fee calculated over twelve months).
- 9.3 This provision also applies to Candidates who were rejected or not selected, for a period of twelve months after such rejection.
- 9.4 If the engagement occurs indirectly or through an affiliated company of the Client, the same fee applies.

**10. Termination of the Agreement**

- 10.1 Unless agreed otherwise, the Agreement is entered into for a fixed or determinable period, not exceeding a specific term. Early termination by the Client is only possible if agreed in the Agreement. Zeger may terminate the Agreement with one month's notice, unless stated otherwise.
- 10.2 Zeger may terminate the Agreement immediately in the event of bankruptcy, suspension of payments, debt restructuring, or failure to meet payment obligations. In such cases, Zeger is not liable for any resulting damages, and all outstanding claims, including those relating to the remaining term, become immediately due and payable.

**11. Governing Law and Jurisdiction**

These general terms and conditions are governed by Dutch law. The competent court of Amsterdam has exclusive jurisdiction over any disputes.