

GENERAL TERMS AND CONDITIONS

regarding the supply of Candidates by

- Atlas Services Group Merchant B.V., Chamber of Commerce registration no. 24258479
- Atlas Professionals Flex Services B.V., Chamber of Commerce registration no. 33301790
- Atlas Professionals Public Marine Services B.V., Chamber of Commerce registration no. 33189353
- Atlas Services Group Energy B.V., Chamber of Commerce registration no. 33266137
- Atlas Services Group Geophysics B.V., Chamber of Commerce registration no. 34176122
- Atlas Consultancy Services B.V., Chamber of Commerce registration no. 28100513

Article 1 Definitions

The following definitions shall apply to these general terms and conditions:

General Terms and Conditions

The present general terms and conditions, as filed with the Chamber of Commerce.

Assignment:

The agreement made between the Client and the Provider based on which (and each time, as the case may be) the Provider's Candidates are supplied to the Client in order to perform activities under its supervision and management, against payment of the Fee by the Client to the Provider.

Confirmation of the Assignment:

The written confirmation from the Provider to the Client, stating that the Provider's quotation, which has been accepted by the Client, will be executed.

Client:

Each legal entity to whom the Provider shall supply Candidates against payment of the Fee, in order to perform activities under its management and supervision, other than by virtue of an employment agreement concluded with Candidates.

Core Compliance

The compliance obligations set out in Appendix 1 (Core Compliance & Business Conduct).

Fee:

The compensation to be paid by the Client to the Provider for the supply of Candidates to the client, which compensation shall be agreed on the basis of a rate per unit of time and which may be adjusted afterwards in accordance with the Assignment and these General Terms and Conditions.

Provider:

Atlas Services Group Merchant B.V. or Atlas Professionals Flex Services B.V. or Atlas Professionals Public Marine Services B.V. or Atlas Services Group Energy B.V. or Atlas Services Group Geophysics B.V. or Atlas Consultancy Services B.V., supplying Candidates to the Client based on an Assignment agreed with the Client.

Candidate:

Each natural person either employed by the Provider ("**Employee**") or working as a self employed consultant engaged through the Provider ("**Self Employed Consultant**"), who is supplied to the Client for the performance of activities under the Assignment against payment of the Fee.

Article 2 Applicability

1. These General Terms and Conditions shall apply to all quotations, Assignments and

- other agreements made by the Provider regarding the supply of Candidates by the Provider to the Client in order to perform activities for, for the benefit of, and under the management of that Client or, as the case may be, its enterprise.
2. Any general terms and conditions of purchase or other terms and conditions of the Client shall not apply to the legal relation between the Client and the Provider and are hereby explicitly renounced. Any arrangements made contrary to these General Terms and Conditions shall apply only if they are agreed in writing.
 3. These General Terms and Conditions may be amended or supplemented from time to time. The amended General Terms and Conditions will then also apply to quotations, Assignments and other agreements already entered into regarding the supply of Candidates by the Provider to the Client, with effect from one month after written notice of the amendment.

Article 3 Establishment of the Assignment

1. An Assignment shall be established by means of a written confirmation supplied by the Provider that the Client has accepted the Provider's quotation in writing or when the Provider effectively supplies Candidates to the Client.
2. Any specific terms and conditions under which the Provider will supply Candidates to the Client are set forth in the Assignment.
3. All quotations, regardless of the manner in which they are made, shall be free of engagement.

Article 4 Selection

1. Before the Assignment is given, the Client shall describe as accurately as possible which job the Candidate to be supplied will exercise, including the applicable job requirements, working hours, number of working hours, duties, location, working conditions and the intended term of the Assignment.
2. Based on the information referred to under paragraph 4.1 above as provided by the Client and on the Provider's information on the Candidates' qualities, skills and availability, the Provider shall select the Candidates.
3. The selection of the Candidates to be supplied to the Client shall be entirely at the Provider's discretion.
4. In the event that already supplied Candidate become unfit for work or in the event that it becomes apparent during the probation period (if agreed) that the Candidate do not meet the Client's requirements, the Client shall inform the Provider thereof without delay. In any such event, the Provider shall do whatever is reasonably within its power to provide for a proper replacement, in consultation with the Client.
5. The Provider shall not be liable for Candidates, which do not meet the requirements set by the Client, save if and insofar as the Client can provide evidence for gross negligence on the part of the Provider with regard to the selection. Any complaint regarding such an event is no longer admissible if it has not been filed by the Client to the Provider, in writing and stating the reasons for the complaint, as soon as possible after it has been established or could reasonably have been established, but in any event within 7 (seven) days after the actual commencement of the activities by the Candidate.

Article 5 Candidate employment, instructions and supervision

1. Any Candidate, with the exception of Self Employed Consultants, supplied to the Client shall be and remain employed by the Provider.
2. During the period of time that any Candidate is working for the Client, except if it concerns a Self Employed Consultant, the Client shall be required to provide instructions and supervision to this Candidate, provided that the Client shall behave in

the same scrupulous manner vis-à-vis the Provider's Candidates as it is required to behave vis-à-vis its own employees.

3. The Client shall not be permitted to have the Candidate perform another job or other activities than the job or activities agreed upon entering into the Assignment, without the Provider's prior written approval. The provisions of this paragraph shall apply accordingly to any alteration of the number of working hours agreed under the Assignment.

Article 6 Working hours and amount of working hours

1. The working hours and amount of working hours of the Candidate supplied to the Client shall be agreed in the Assignment with due observance of the provisions of these General Terms and Conditions.
2. Unless agreed otherwise in the Assignment, the amount of working hours, the working hours and breaks of the Candidates shall be equal to the relevant times and hours usually applied in the Client's enterprise, unless explicitly agreed otherwise in writing. The Client warrants that the amount of working hours, the working hours and breaks shall be in accordance with the legal requirements. The Client shall see to it or have others see to it that the Candidates do not work in excess of the legally permitted working hours and the agreed amount of working hours.

Article 7 Scope and term of the Assignment

1. The Assignment sets out the specific terms and conditions under which Candidates are made available to the Client. The Assignment may not be terminated as long as Candidates have been made available to the Client.
2. The Client must notify the Provider of the expected term of the posting, based on which the Provider can determine the nature and term of the employment contract with the Candidates.
3. If the employment contract includes the temporary employment clause, no period of notice needs to be observed by the Provider, the Candidate and/or the Client if they wish to terminate the posting early, unless otherwise agreed in writing.
4. If the employment contract does not include the temporary employment clause, the employment contract is deemed to be a fixed-term or an indefinite term contract. In that case the Client may terminate the posting early only on condition that the payment obligations in connection with the posting remain in effect until the expiry of the agreed term of posting. The Provider will then be entitled to (continue to) charge the Client's fee to the Client for the agreed term of posting in accordance with the usual or anticipated work pattern of the Candidates, except as otherwise agreed in writing by the Provider and the Client.
5. If the Client wishes to terminate a posting when nothing has been agreed about the term of posting and the Candidate works under a fixed-term or an indefinite term employment contract, a period of notice of one month applies.
6. If the reason for termination is a dispute with the Candidate or a conflict, the Client must notify the Provider accordingly in a timely manner. The Provider will then investigate whether the dispute or the conflict can be resolved.
7. In connection with its notice obligation to the Candidate, the Provider may request the Client at least five weeks before the end of a fixed-term employment contract to state whether it intends to continue the posting. The Client will then be obligated to state within three days whether it wishes to continue the posting. Any failure to provide timely or correct information to the Provider will render the Client liable to compensate the Provider in full for the costs associated with the payment to be made under Section 7:668 of the Dutch Civil Code.

Article 8 No postponement

1. The Client shall not be entitled to suspend the employment of the Candidate temporarily in full or in part, unless in the event of force majeure within the meaning of article 22 of these General Terms and Conditions.
2. If the employment is suspended because of force majeure within the meaning of the preceding paragraph, the Client shall remain fully required to pay to the Provider the agreed number of hours and amount of overtime in accordance with the Fee, for the duration of the Assignment.

Article 9 Replacement and availability

1. During the term of the Assignment, the Provider shall at all times be entitled to offer replacing Candidates to the Client. The Client may refuse a proposal to that effect only if it cannot be reasonably expected of the Client to agree to the replacement. In the event described in the second sentence of this paragraph, the Client and the Provider shall find a solution in reasonable consultation.
2. If the Provider is not or no longer able to supply (replacing) Candidates, or not (or no longer) in the same manner and to the same extent as agreed when entering into the Assignment or at a later stage, this shall not constitute a breach of contract on the part of the Provider and the Provider shall not be required to pay damages or compensation of costs to the Client.
3. If in the event of a replacement, the Fee shall be determined all over again in respect of the replacing worker, in accordance with the provisions of article 13 of these General Terms and Conditions.

Article 10 Prohibition to lend out Candidates

The Client shall not be permitted to have Candidates perform activities elsewhere, or to lend out Candidates to another natural or legal person, without the Provider's explicit written approval.

Article 11 Working conditions

1. The Client shall not be permitted to have Candidates working in places, which can reasonably be assumed to present health and safety risks.
2. The Client shall be required to observe the provisions of Section 7:658 of the Dutch Civil Code and the Working Conditions Act and to comply with applicable Environmental, Health and Safety laws and internationally effective laws and regulations and any and all regulations resulting from it. In this respect, the Client shall provide Candidates with specific instructions and, if not provided by the Provider, personal protective equipment in order to prevent Candidates from suffering damage in the performance of its activities.
3. If the location or the working place where Candidates will be working is changed in relation to the agreements made upon concluding the Assignment, the Client shall inform the Provider thereof without delay. In any such event, the Provider shall have the right to terminate the Assignment with immediate effect or to attach conditions to a further continuation of the Assignment.
4. In the event of an industrial accident or an occupational disease occurring in respect of Candidates supplied to the Client, the Client shall ensure that a written report is made of it immediately, stating the facts and circumstances of the accident or the disease as accurately as possible. The Client shall inform the Provider accordingly as soon as possible and, if legally required, the authorities.

Article 12 Remuneration

1. The Provider will pay the wages, benefits and other allowances directly to the Candidates, supplied to the Client.
2. The Fee is directly proportional to the wages payable to the Candidates by the Provider. The wages, benefits and other allowances payable to the Candidates are always determined before the start of the posting or, where necessary, during the posting, and will be equal to the wages, benefits and other allowances paid to comparable employees working in equal or equivalent jobs in the service of the Client (known as the 'pay equivalence rule').
3. The following components are covered by the pay equivalence rule:
 - a. only the applicable pay determined by unit of time ('pay period wages') in the applicable salary scale;
 - b. the applicable shorter working hours; compensation for this may be paid in time and/or money, at the discretion of the Provider;
 - c. allowances for overtime, non-standard working hours, irregular hours (including public holidays allowance) and shift work;
 - d. initial pay increase;
 - e. tax-free allowances: travelling/commuting expenses, lodging expenses and other costs necessarily incurred in performing the job;
 - f. incremental pay rises.
4. Changes in rates and charges as a consequence of obligations under collective agreements and changes to or as a consequence of laws and regulations, such as tax and social security legislation and regulations, will be passed on to the Client with effect from the date of the changes in question, and will accordingly be payable by the Client even where such changes occur during the term of an Assignment.
5. The Client must inform the Provider correctly, fully and in a timely manner of the pay components covered by the pay equivalence rule referred to in this article, in order to enable the Provider to determine the Candidates' pay.
6. If the pay and other benefits and allowances of the Candidates cannot be determined in accordance with the pay equivalence rule, they must be determined based on discussions held by the Provider with the Client and the Candidates. The pay is to be determined by reference to the educational qualifications and experience of the Candidates and the competences needed to perform the job.
7. The Provider may adjust the Client's fee with retroactive effect and charge the adjusted fee to the Client if it is established that (one of) the components referred to in paragraph 12.3 has/have been determined incorrectly.

Article 13 Civil-law chain liability for wages

1. Like the Provider, the Client is jointly and severally liable to the Candidates for the payment of the Candidates' wages, unless the Client is not at fault for any underpayment.
2. For the purpose of proving that the Client is not at fault, the Client must in any case inform the Provider correctly, fully and in a timely manner of the pay components covered by the pay equivalence rule in accordance with paragraph 12.1.
3. The Provider has the legal obligation to remunerate the Candidates in accordance with the applicable rules and legislation, including the NBBU Collective Agreement for Temporary Workers (NBBU-Cao voor Uitzendkrachten).
4. If the Client wishes to obtain more detailed information about the terms and conditions of employment of the Candidates with a view to the chain liability for wages, the Client will consult about this with the Provider.
5. The Client undertakes not to request any information that is not relevant or related to the Candidates' wages. The Provider reserves the right to provide information to the Client in anonymous form. The Client is obliged to maintain the confidentiality of the

information obtained with respect to the Candidates.

Article 14 Fee

1. The Fee due by the Client to the Provider for supplying Candidates shall be agreed in the Assignment with due observance of the provisions of these General Terms and Conditions.
2. The Fee agreed in the Assignment may be changed by the Provider in the event of circumstances resulting in an increase in the costs of the Candidates, in which event the increase of the Fee shall be in proportion to the increase in the costs referred to in this paragraph.
3. If any supplied Candidates are put into service in a lower position or rank than agreed between the Provider and the Client upon entering into the Assignment, the initially agreed Fee shall be maintained, irrespective of the reason for the change.
4. If any supplied Candidates are required to work in a higher position or rank than agreed between the Provider and the Client when entering into the Assignment, the initially agreed Fee shall be increased by the extra compensation which the Provider will be required to pay to the Candidates concerned as a result of the change in position/rank, irrespective of the reason for the change.
5. In the event that costs are incurred by the Provider as a result of the manner in which the business is run, and if these costs are not covered by the agreed Fee and could not be foreseen upon entering into the Assignment, like war risks, risks of rebellion and extra insurances, these costs shall be for the account of the Client.
6. If during the term of the supply of Candidates the remuneration to be paid by the Provider to the Candidates is increased as a result of any requirements on working conditions, government measures or measures from any other body pursuant to any legal provision, or if the employer's share in premiums or other social security contributions is increased as a result of social security legislation and/or tax laws, the Fee shall be increased in proportion to the amount of that increase, as from the time of that increase, and shall be due by the Client accordingly.
7. The Provider is entitled to amend the agreed Fee by a percentage equaling the price index per hour for commercial services, including special fees, as published by Statistics Netherlands (Centraal Bureau voor de Statistiek), with 2015 = 100 serving as a basis. Prices and rates will be amended annually and communicated to the Client by the Provider in writing at least one (1) month before the effective date. If the Provider increases the agreed prices and rates by a percentage higher than stated above, the Client will be entitled to give notice of termination by registered letter within thirty (30) days of receipt of notification. Such termination will apply from the date on which the change(s) become effective.
8. Unless explicitly agreed otherwise in writing, the Fee as agreed in the Assignment shall be applicable to any special training or work instructions for the benefit of the Candidates, which the Candidates have attended.

Article 15 Invoicing

1. Invoices shall be sent to the Client based on the manner of time reporting agreed with the Client in the Assignment and the relevant provisions of these General Terms and Conditions.
2. In the Assignment, the Client and the Provider may agree that time reporting shall take place by means of a time registration system, an electronic and/or automated system or by means of timesheets designed by or on behalf of the Client.
3. The Client shall ensure and be responsible for a correct, full and timely time reporting and, if Section 17 of the Law Remittance Income Tax Reduction and National Insurance Contributions ("*Wet vermindering afdracht loonbelasting en premie voor de volksverzekeringen (WVA)*") will be applicable, the provision of the IMO-crewlists to

- the Provider.
4. Prior to submitting the time reporting system by the Client to the Provider, the Candidates affected by the time reporting system shall be given an opportunity to check the time reports. If and to the extent that the Candidate disputes the data recorded in the time reports, the Provider shall be entitled to determine the hours and costs in accordance with the information provided by the Candidates save to the extent that the Client can provide sufficient evidence for the accuracy of the data supplied by the Client.
 5. If, with due observance of the provisions of this article, time reporting is performed by means of statements of expenses to be submitted by the Candidates, the Client shall keep a copy of the statement of expense. In the event of deviations between the statement of expense submitted by the Candidates and the copy retained by the Client, the Fee to be charged shall be based on the statement of expense submitted by the Candidates to the Provider.
 6. Unless expressly agreed otherwise, the time reports shall be validated by means of a written confirmation from the Provider to the Client, stating that the time reports have been received in good order.
 7. If the provision of paragraph 15.3 is not complied with, the Provider shall have the right to send invoices based on the facts and circumstances known to the Provider.

Article 16 Payment

1. Unless expressly agreed otherwise in writing, the Client shall at all times be required to pay each invoice from the Provider for the supply of Candidates within 14 calendar days after the date of dispatch of the invoice.
2. Only payments made directly to the Provider will discharge the Client from its payment obligations.
3. If an invoice from the Provider is not paid within the term designated in the first paragraph of this article, the Client shall be in default as from the date of dispatch of the invoice concerned by operation of the law. As from that moment interest shall be due by the Client on the amount outstanding at 1% (one) percent per month.
4. All expenses, both costs of legal proceedings and extra-judicial costs, including costs of legal assistance, incurred on account of the recovery and collection of amounts not received in due time by the Provider, shall be for the account of the Client.
5. If the Provider deems such to be necessary in view of the Client's financial position and/or payment performance, the Client is obliged, at the request of the Provider:
 - a. to provide an advance;
 - and/or
 - b. to provide adequate security for the performance of its obligations to the Provider, for example by means of a bank guarantee or pledge. The size of the requested security and/or the requested advance must be in proportion to the scope of the Client's obligations in question.
6. If the Client fails to comply with a request by the Provider as referred to in the preceding paragraph 16.5, the Client will be in default by operation of law without any notice of default being required. If the Client is in default, the Provider has the right to suspend performance of its obligations under the Assignment or to terminate the Assignment with immediate effect completely or in part, without the Provider being liable to pay any compensation for this to the Client. All claims of the Provider will become due and payable on demand because of the termination.
7. The Client shall not be entitled to suspend its obligations towards the Provider, including the payment of invoices, at any time, or to set off the amount due against any claim, which the Client may have against the Provider at any time.

Article 17 Indemnity in case of direct employment relationship with Candidates

1. Without the explicit written approval of the Provider and otherwise without prejudice to the provisions of the second paragraph of this article, the Client may not enter into a direct employment relationship with any Candidate supplied by the Provider during the Assignment and for a period of 12 (twelve) months after its termination. If this article is not complied with the Client shall forfeit the compensation referred to in paragraph 17.4 and 17.5.
2. An employment relationship within the meaning of this article shall also include each employment relationship in which the Candidate concerned is actually performing the same or similar activities for the Client for which the Candidate was supplied by the Provider to the Client.
3. Subject to the provisions of the first paragraph of this article, the Client shall not enter into an employment relationship with a Candidate, which is still employed by the Provider.
4. If the Client, contrary to the provisions of paragraphs 17.1 and 17.2, enters into an employment relationship with a Candidate supplied to the Client on the basis of the Assignment and if that Candidate has not worked 2190 hours for the Client in the execution of the Assignment, the Client shall pay the Provider a compensation amounting to 25% of the last applicable Fee on 2190 hours minus the hours already worked by that Candidate on the basis of the Assignment.
5. If the Client, contrary to the provisions of paragraphs 17.1 and 17.2, enters into an employment relationship with Candidates supplied to the Client based on the Assignment for a limited period of time, the Client shall pay the Provider a compensation amounting to 25% of the last applicable Fee on the remaining duration of the Assignment.

Article 18 Liability Client and indemnity Provider

1. Any and all liability in respect of Candidates, insofar as it involves a Self Employed Consultant, shall be explicitly excluded, unless in the event of intent or gross negligence on the part of the Provider.
2. Any and all liability in respect of Candidates not being a Self Employed Consultant is also excluded, unless the Client can provide evidence for the fact that the Provider had control over the activities of the Candidates concerned at the time of committing the damaging fact, and, consequently, could have prevented the relevant fact.
3. Any and all liability for the Provider resulting from the Assignment shall in any event, for each individual event, be limited to 50% of the amount already invoiced to the Client in the year prior to the damage causing event, on account of the Candidates concerned who caused the damage. The Provider shall never be liable for any indirect loss, including consequential loss.
4. The Client shall compensate the Candidates for and indemnify the Provider against any and all damage incurred by the Candidates in the performance of its activities, if and insofar as the Client and/or Provider are liable for it pursuant to Sections 7:658 and/or 7:611 of the Dutch Civil Code. If an industrial accident causes the death of Candidates supplied to the Client, the Client shall be required to compensate the damage including costs, as well as the actual costs of legal assistance, in accordance with Section 6:108 of the Dutch Civil Code, to the persons stated in that Section.
5. The Provider shall in no event be liable for any obligations towards the Client, Candidates employed by the Client, and third parties, entered into or otherwise established with regard to the Candidates supplied by the Provider. The Client shall indemnify the Provider against all claims on that account.
6. The Provider shall in no event be liable for any consequences because of any measures taken by the Provider in case of any default on the part of the Client.
7. The Client shall ensure that the Provider, as well as the Candidates supplied by the

Provider, who has been required to work on or on board of vessels or contractors equipment for the performance of its activities, or when driving vehicles on Assignment of or owned by the Client, are included in the insurance policy of the vessel, vehicle or contractors equipment concerned, or in the corresponding umbrella insurance policy or policies, including third party liability.

8. The Client shall be sufficiently insured against liability because of the provisions of this article. Where Candidates are working on a MLC certified vessel, the Client's insurance will always cover these Candidates for the liabilities in accordance with MLC Regulation 2.5.2. The Client shall provide evidence of its insurances upon request.
9. The Provider takes care of a travel insurance for the benefit of Candidates that provides coverage for medical expenses and costs of repatriation from the moment Candidates has returned to shore. The Provider needs to be informed by the Client before any medical treatment of Candidates will take place.

Article 19 Indemnity in case of wrongful dismissal

1. If the Client terminates the Assignment prematurely in accordance with the provisions of article 19 because of Candidate's behaviour, the Client shall provide the Provider with all necessary information and evidence.
2. Based on the information provided by the Client the Provider will decide if the Candidate's behaviour give cause for an urgent dismissal of the Candidate concerned.
3. If the relevant authorities find that the urgent dismissal and, consequently, the premature termination of the Assignment, is wrongful or, as the case may be, unlawful, the Client shall indemnify the Provider in full if the information provided by the Client to the Provider was not correct: both the compensation in accordance with the Fee regarding the period during which the activities would normally have been performed, and all costs of extra salary, surcharges, interest, lawyer's fees, costs of proceedings, and (other) compensations, if any, which the Provider is or has been required to pay or has been found to be due to Candidate as a result of the premature termination, shall be for the account of the Client in that case.
4. With regard to any justifiable dismissal of Candidates supplied to the Client, the Provider shall not be liable in any way for any damage incurred by the Client because of that dismissal.

Article 20 Specific conditions when supplying Self Employed Consultants

1. The Client will provide the Provider with a detailed description of the project and the duties that needs to be performed by the Self Employed Consultant.
2. The duration of the project may not be longer than necessary, given the nature of the project.
3. The Provider needs to be informed in case a project ends and the Self Employed Consultant will continue to perform its duties for another project. In this case, the Provider and the Client needs to enter into a new Assignment for a new project with respect to the Self Employed Consultant concerned.
4. The Self Employed Consultant which has been made available to the Client performs its duties fully independently and without being given instructions and without supervision or guidance by the Client with respect to the specific execution of its duties.
5. The Client may only instruct the Self Employed Consultant with respect to the result of the duties to be performed.
6. The Provider needs be informed immediately about any change with respect to the project description or any change in facts and/or circumstances with respect to the duties to be performed by the Self Employed Consultant.
7. The Client will avoid treating the Self Employed Consultant as an employee and will have to refrain from any and all actions as being an employer. The pay equivalence rule as described in paragraph 12.2 is not applicable for Self Employed Consultants.

8. The Client will be liable for any and all damage incurred by the Provider in case of any failure of the Client to comply with this article.

Article 21 Cancellation

1. Each party shall have the right to cancel the Assignment without court intervention by means of a registered letter, whenever the other party remains in default of fulfilling the obligations pursuant to the Assignment, provided that prior to the cancellation notice of default is given, granting a reasonable term to remedy the default.
2. Each party shall be entitled to cancel the agreement with immediate effect and without notice of default being required, if:
 - a. the other party applies for a (provisional) moratorium or if a (provisional) moratorium is granted to that party;
 - b. the other party files a petition for its winding-up or if a winding-up order has been made;
 - c. the business of the other party goes into liquidation;
 - d. the other party discontinues its present business;
 - e. a situation referred to in article 10, article 11 paragraph 3, article 15 paragraph 3 or article 22 paragraph 3 of these General Terms and Conditions occurs.
3. If at the time of cancellation of the Assignment the Client has already received any performance regarding the execution of the Assignment, the Client may dissolve the Assignment only partly, i.e. exclusively for the part, which has not been executed by or on behalf of the Provider. In any such event the Client shall still be fully required to pay to the Provider the performance already received from the Provider in accordance with the agreed Fee.
4. The cancellation of the Assignment shall imply termination of the supply of Candidates.

Article 22 Force majeure

1. In the event of force majeure on the part of the Provider or the Client, the obligations pursuant to the Assignment shall be suspended for the duration of the force majeure. Force majeure shall in any case be deemed to include strikes, sit-ins, blockades, embargoes, government measures, war, revolutions and/or similar situations, power failure, failure of electronic communication systems, fire, explosions and other catastrophes, floods, earthquakes and other natural disasters, as well as serious diseases of an epidemiological nature inflicted upon Candidates.
2. In any of the situations referred to in the first paragraph the party claiming applicability of that paragraph shall immediately inform the other party of the occurrence of a force majeure situation.
3. If the force majeure situation continues for more than three months or if it is established that it will continue for more than three months, each party shall be entitled to terminate the Assignment prematurely without notice of termination being required.

Article 23 Certificates / Inspection certificates

The Client needs to inform the Provider about all certificates and/or valid inspection certificates necessary for the activities to be performed by the Candidates before the commencement of the activities. The Client shall not be entitled to make Candidates perform activities for which it is not sufficiently trained or insufficiently instructed.

Article 24 Identification and personal data

1. The Client will check the identity of the Candidate and, in case of a foreign Candidate, check the applicable work permit, at the start of the posting by reference to an original identity document. The Client must organize its accounting system in such a way that

- the Candidates' identity can be verified.
2. The Client will treat the personal data of the Candidates that comes to its knowledge in the context of the posting in confidence and the Client is responsible to process such data in accordance with the provisions of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) and other relevant legislation.
3. In the event of a data breach that may result in loss or unlawful processing of the personal data of the Candidates made available to the Client by the Provider, the Client is obliged to report such breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and the Provider. Where necessary, the Provider will need to inform the relevant Candidate of this data breach as well.
4. The Provider is not liable for penalties imposed upon or claims made against the Client because the Client has failed to meet its obligations referred to in the preceding paragraphs.
5. If any claims are made against the Provider because of non-performance by the Client of the obligations referred to in this article, the Client will fully compensate the Provider.

Article 25 Core Compliance

1. Each Party shall comply with the Core Compliance requirements.
2. The Parties agree that Appendix 1 forms an integral part of this Contract and is binding on both Parties.
3. In the event of any conflict between the provisions of Appendix 1 and any policy or requirement imposed by Party A, the provisions of Appendix 1 shall prevail unless otherwise expressly agreed in writing.
4. Party A shall not require Party B to act in a manner that would result in a breach of Core Compliance or Applicable Laws.
5. Party B shall be entitled to rely on and enforce the provisions of Appendix 1, including any rights to suspend performance in accordance with its terms.

Article 26 Environmental, Social and Governance (ESG) Principles

1. Commitment to ESG

The Provider and the Client acknowledge the importance of responsible business practices in line with Environmental, Social, and Governance ("ESG") principles. Both Parties agree to conduct their activities under this Agreement in accordance with applicable laws and internationally recognised ESG standards.

2. Ethical Employment and Labour Standards

The Provider shall ensure that all Candidates supplied to the Client are engaged in compliance with applicable employment, labour, and immigration laws, and that no forced, compulsory, or child labour is used. Candidates shall be treated fairly, respectfully, and in a safe working environment.

3. Diversity, Equity and Inclusion (DEI)

The Provider shall use reasonable endeavours to promote diversity, equity, and inclusion in the recruitment and placement of Candidates. The Client shall not unlawfully discriminate against Candidate supplied by the Provider and, where applicable, shall cooperate to support DEI objectives.

4. Environmental Responsibility

Both Parties shall take reasonable steps to minimise environmental impacts arising from their operations, including promoting efficient use of resources, digital or paperless processes, and reducing unnecessary travel.

5. Governance and Compliance

Each Party shall maintain policies and procedures to ensure compliance with anti-bribery, corruption, data protection, human rights, and other applicable laws. Upon reasonable request, the Provider may require the Client to provide information demonstrating compliance with ESG principles.

6. Breach and Remediation

A material breach of this Article shall constitute a material breach of the Agreement. The non-breaching Party may require corrective action within a reasonable timeframe and, if compliance is not achieved, may suspend or terminate the Assignment without liability.

7. Continuous Improvement

The Parties agree to cooperate, where reasonable, to identify opportunities to enhance ESG performance throughout the duration of their business relationship.

Article 27 Confidentiality

The Provider and the Client, including their staff, shall observe strict secrecy in respect of the information provided to it within the framework of the Assignment, unless a proper performance of the Assignment is hindered by the observance of secrecy or unless the information must be disclosed by virtue of a legal obligation.

Article 28 Proprietary rights

All copyrights, patents, trade secrets or other intellectual property rights associated with any ideas, concepts techniques, processes, reports or works of authorships developed or created by the Candidate pursuant to or in connection with an Assignment, or any software and associated documentation and derivative works thereof provided, developed or created by the Candidate pursuant to or in connection with an Assignment, shall belong exclusively to the Provider.

Article 29 Applicable law and Competent court

1. These General Terms and Conditions, as well as any and all Assignments and agreements resulting from them, shall be governed by Dutch law exclusively.
2. Any disputes arising from these General Terms and Conditions, Assignments or agreements resulting from them, shall in the first instance be brought exclusively before the competent court in Amsterdam.

Article 30 Other provisions

1. In the event of a strike in the business of the Client, both the Provider and the Client shall be prohibited to have supplied Candidates perform activities, which are normally performed by the participants of the strike.
2. Any arrangements made contrary to these General Terms and Conditions shall not be legally valid, unless its applicability is agreed explicitly between the parties in writing.
3. If any provision included in these General Terms and Conditions is null and void or nullified, the remaining provisions shall remain in full force and for the null and void or nullified provision a new provision shall be agreed, with due observance of the purpose and intent of the null and void or nullified provision.
4. The Client shall not be entitled to assign or transfer its rights or obligations under the Assignment without a prior written approval of the Provider.

Appendix 1 – Core Compliance & Business Conduct

1. Definitions

For the purposes of this Appendix:

- 1.1. **“Party A”** means the Client / Customer entity receiving services under the Contract.
- 1.2. **“Party B”** means the Supplier / Service Provider providing personnel or services under the Contract.
- 1.3. **“Personnel”** means any employee, contractor, consultant, or other individual supplied or engaged by Party B to perform services under the Contract.
- 1.4. **“Applicable Laws”** means all laws, statutes, regulations, codes, and legally binding standards applicable to a Party in connection with the performance of the Contract, including (without limitation) those relating to employment, anti-corruption, data protection, sanctions, and health and safety.
- 1.5. **“Sanctions”** means any economic or trade sanctions laws, regulations, embargoes, or restrictive measures administered or enforced by any relevant governmental authority, including but not limited to the European Union, United Nations, United Kingdom, or United States.
- 1.6. **“Anti-Corruption Laws”** means all applicable laws relating to anti-bribery, anti-corruption, fraud, and financial crime, including (where applicable) the UK Bribery Act and the US Foreign Corrupt Practices Act.
- 1.7. **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.
- 1.8. **“Compliance Policies”** means a Party’s internal policies and procedures relating to ethics, conduct, anti-corruption, workplace behaviour, and regulatory compliance.

2. General Compliance Obligation

- 2.1. Each Party shall comply with all Applicable Laws in connection with the performance of this Contract.
- 2.2. Party A acknowledges that Party B operates Compliance Policies and agrees not to require Party B or its Personnel to act in a manner inconsistent with such policies or Applicable Laws.
- 2.3. Where Party A policies apply, these shall:
 - 2.3.1. Be provided in writing in advance; and
 - 2.3.2. Not materially conflict with Applicable Laws or impose disproportionate operational burden on Party B.

3. Workplace Conduct & Ethics

- 3.1. Each Party shall maintain a working environment free from discrimination, harassment, and bullying.
- 3.2. Each Party shall maintain appropriate policies addressing:
 - 3.2.1. Diversity, equity and inclusion
 - 3.2.2. Anti-harassment and grievance procedures

- 3.3. Party B confirms that such matters are incorporated within its internal policies and procedures (including HSE frameworks where applicable).

4. Human Rights & Labour Standards

- 4.1. Each Party shall comply with internationally recognised human rights and labour standards, including:
 - 4.1.1. Prohibition of forced labour and human trafficking
 - 4.1.2. Prohibition of child labour
 - 4.1.3. Respect for freedom of association (where legally permitted)
- 4.2. Party A shall not require Personnel to work under conditions that violate Applicable Laws or recognised industry standards.

5. Anti-Corruption & Financial Crime

- 5.1. Each Party shall comply with all Anti-Corruption Laws.
- 5.2. Neither Party shall:
 - 5.2.1. Offer, give, or receive any bribe or improper advantage
 - 5.2.2. Engage in facilitation payments (unless legally permitted and unavoidable)
 - 5.2.3. Engage in fraud, tax evasion, or financial misconduct
- 5.3. Reasonable and proportionate hospitality is permitted, provided it is lawful and not intended to improperly influence decisions.

6. Sanctions & Trade Compliance

- 6.1. Each Party represents that it is not subject to Sanctions and is not acting on behalf of any sanctioned entity.
- 6.2. Each Party shall comply with all applicable Sanctions and export control laws.
- 6.3. Party B shall not be required to perform services where doing so would expose it to sanctions risk or legal restriction.

7. Conflicts of Interest

- 7.1. Each Party shall take reasonable steps to identify and manage conflicts of interest.
- 7.2. Any actual or potential conflict shall be disclosed promptly.
- 7.3. The Parties shall cooperate in good faith to mitigate such conflicts.

8. Data Protection & Information Security

- 8.1. Each Party shall comply with Applicable Laws relating to data protection (including GDPR where applicable).
- 8.2. Party A shall:
 - 8.2.1. Use Personal Data solely for purposes related to this Contract;
 - 8.2.2. Implement appropriate technical and organisational security measures.

- 8.3. Each Party shall maintain appropriate IT and cybersecurity safeguards.
- 8.4. Any data breach affecting the other Party shall be notified without undue delay.

9. IT Systems & Communications

- 9.1. Party A shall ensure that access to its IT systems is:
 - 9.1.1. Limited to what is necessary; and
 - 9.1.2. Subject to reasonable security requirements.
- 9.2. Personnel shall comply with reasonable IT policies provided in advance.
- 9.3. Party B shall not be liable for failures or issues arising from Party A systems, except where caused by Party B's proven breach.

10. Health, Safety & Substance Abuse

- 10.1. Party A remains responsible for providing a safe working environment, as set out in the Contract and any HSE requirements.
- 10.2. Personnel shall comply with applicable site safety and substance abuse policies.
- 10.3. Any testing requirements must be lawful, proportionate, and communicated in advance.

11. Whistleblowing & Reporting

- 11.1. Each Party shall maintain mechanisms for reporting suspected misconduct.
- 11.2. Personnel may report concerns through Party B's reporting channels without retaliation.
- 11.3. Party A shall not take adverse action against any individual raising a genuine concern.

12. Environmental & Corporate Responsibility

- 12.1. Each Party shall comply with applicable environmental laws and standards.
- 12.2. Party A shall provide relevant environmental requirements for the worksite where applicable.
- 12.3. The Parties shall use reasonable efforts to support responsible and sustainable business practices.

13. Supply Chain Compliance

- 13.1. Party B shall ensure that any subcontractors engaged in connection with the Contract are subject to obligations substantially equivalent to those set out in this Appendix.
- 13.2. Party B shall remain responsible for the acts and omissions of its subcontractors.
- 13.3. Party A shall not require the use of any subcontractor that would expose Party B to a breach of Applicable Laws or this Appendix.

14. Records & Documentation

- 14.1. Each Party shall maintain accurate books, records, and documentation sufficient to demonstrate compliance with Applicable Laws.

14.2. No Party shall maintain off-book accounts or falsified records.

15. Compliance Notifications

15.1. Each Party shall promptly notify the other of:

- a) any investigation by a regulatory authority relating to this Appendix;
- b) any actual or suspected material breach;
- c) any sanctions designation affecting the Party or its affiliates.

16. Suspension Rights

16.1. Party B may suspend performance (without liability) where it reasonably believes that continued performance would:

- a) breach Applicable Laws;
- b) expose it to sanctions or regulatory risk; or
- c) violate its Compliance Policies.

16.2. The Parties shall cooperate in good faith to resolve the issue.

17. No Employment or Agency

17.1. Nothing in this Appendix shall create any employment, agency, or partnership relationship between Party A and Personnel.

17.2. Party A's supervision of Personnel shall be limited to operational direction and shall not alter Party B's role as employer or provider.

18. Insurance & Compliance Alignment

18.1. Each Party shall maintain appropriate insurance coverage consistent with its obligations under this Appendix.

18.2. Each Party shall, upon reasonable request, provide evidence of such insurance.

19. Modern Slavery Compliance

19.1. Each Party shall comply with applicable modern slavery legislation, including the UK Modern Slavery Act 2015 where applicable.

19.2. Upon reasonable request, each Party shall confirm the existence of policies and controls addressing modern slavery risks.

20. Cooperation & Compliance Procedure

20.1. The Parties shall cooperate in good faith in all matters relating to compliance with this Appendix and Applicable Laws.

20.2. Such cooperation shall include, without limitation:

20.2.1. the timely exchange of relevant information reasonably required to assess compliance risks;

20.2.2. coordination in responding to regulatory enquiries, inspections, or investigations;

- 20.2.3. support in investigating any suspected or actual breach of this Appendix;
- 20.2.4. implementation of mutually agreed remedial actions where appropriate.
- 20.3. Where a compliance issue arises:
 - 20.3.1. the Parties shall promptly notify each other in writing;
 - 20.3.2. the Parties shall designate appropriate points of contact to manage the matter;
 - 20.3.3. the Parties shall use reasonable efforts to agree a proportionate and practical resolution.
- 20.4. No Party shall be required to:
 - 20.4.1. disclose legally privileged information;
 - 20.4.2. breach confidentiality obligations owed to third parties; or
 - 20.4.3. take any action that would expose it to legal or regulatory risk.
- 20.5. Each Party shall bear its own costs of cooperation unless otherwise agreed in writing.
- 20.6. Party B shall not be required to comply with any instruction from Party A that:
 - 20.6.1. is inconsistent with Applicable Laws;
 - 20.6.2. conflicts with Party B's Compliance Policies; or
 - 20.6.3. would reasonably expose Party B to regulatory, sanctions, or reputational risk.
- 20.7. The Parties shall ensure that any cooperation activities are conducted in a manner that does not unduly disrupt business operations.

21. Fees / Zero Fees Guaranteed

- 21.1. Party B shall not charge any fees, costs, or other remuneration to Personnel in connection with their engagement, placement, or assignment under the Contract.
- 21.2. Party A shall not request, require, or permit any arrangement whereby Personnel are charged fees (directly or indirectly) in relation to their engagement.
- 21.3. The Parties acknowledge that all fees payable in connection with the services are solely those agreed between Party A and Party B under the Contract.
- 21.4. Any breach of this clause shall be deemed a material breach of the Contract.

22. Audit & Cooperation

- 22.1. Each Party shall reasonably cooperate with compliance-related enquiries where required by law or reasonably necessary.
- 22.2. Any audit or request shall:
 - 22.2.1. Be reasonable in scope;
 - 22.2.2. Be subject to confidentiality obligations;
 - 22.2.3. Not unduly disrupt operations.

23. Breach & Remedies

- 23.1. A material breach of this Appendix shall constitute a material breach of the Contract.

- 23.2. The non-breaching Party shall provide written notice and a reasonable opportunity to remedy the breach (where remediable).
- 23.3. Party B shall not be required to continue performance where doing so would result in a breach of Applicable Laws or Sanctions.

24. Precedence

- 24.1. In the event of conflict between this Appendix and Party A policies, this Appendix shall prevail unless otherwise agreed in writing.
- 24.2. In the event of conflict between this Appendix and any operational instruction, this Appendix and Applicable Laws shall prevail.
- 24.3. This Appendix shall be read together with the Contract, including provisions relating to:
 - 24.3.1. Duties and Responsibilities
 - 24.3.2. Confidentiality
 - 24.3.3. Data Protection