



Annex 2

Terms and Conditions of Service

House of Talents Nederland B.V.
and all its affiliates¹

¹ See Annex for affiliates

1. General & definitions

- 1.1 In these Terms and Conditions, the following definitions are used:
- a. Terms and Conditions: the general terms and conditions below.
 - b. House of Talents Nederland B.V.: HOT, in these Terms and Conditions always including its affiliates.
 - c. Client: the legal entity that is a party in the Agreement/Assignment entered into by HOT or any of its affiliates.
 - d. Candidate/Expert: a natural person selected by HOT to perform work for the Client.
 - e. Assignment: the assignment by the Client to HOT, as specified in the Agreement.
 - f. Agreement: the written agreement between the Client and HOT or any of its affiliates, whether or not following a successful selection of Candidates, which Agreement sets out the terms and conditions under which a Candidate will perform work for the Client.

2. Applicability

- 2.1 The Terms and Conditions shall apply to all negotiations, work, quotations, Assignments and Agreements whereby HOT performs its services for the Client.
- 2.2 Cases in which HOT may not require strict compliance with these Terms and Conditions, shall not result in the loss of any rights to demand compliance with the Terms and Conditions in other cases.
- 2.3 To the extent that any provision of the Agreement would conflict with any provision of these Terms and Conditions, the provisions of the Agreement shall prevail.
- 2.4 Any waiver of the Terms and Conditions shall require the written agreement of HOT.
- 2.5 HOT has the right to amend the Terms and Conditions. Any amendments will be made known by filing the amended Terms and Conditions with the Trade Register. The date of amendments will be notified in advance. Following any amendments, the new Terms and Conditions will be issued with the next invoice. Client shall be deemed to have accepted any change if no written objection is made within a period of two weeks after receipt of the new Terms and Conditions.
- 2.6 In the event that any provisions of these Terms and Conditions are declared null and void or destroyed, the remaining provisions shall remain in force.
- 2.7 Client's general (purchasing) terms and conditions do not apply to Agreements under these Terms and Conditions.

3. Establishment and early changes of the Agreement

- 3.1 Only Agreements in writing between HOT and the Client shall be effected.
- 3.2 If, after the commencement of the work, the parties agree that the approach, method, or scope of the work is to be expanded or changed, affecting the time schedule or estimated costs, HOT shall enter into a supplementary written agreement with the Client to this effect.
- 3.3 If the Client wishes to renew the Agreement, Client shall notify HOT at least one month before the end date of the current Agreement. The extended Agreement shall be continued by the parties agreeing on (inter alia, but not restricted to) a new end date and rate, according to the content of the Assignment and prevailing market conditions.

4. Termination of the Agreement

- 4.1 The Agreement shall terminate by operation of law upon expiration of the agreed term without notice being required, unless the parties have otherwise agreed in writing at least one month before the end of the term of the Agreement.
- 4.2 The parties are entitled to terminate this Agreement during the agreed term duly observing one month's notice. The Agreement may be terminated without giving reasons and termination must always be in writing.
- 4.3 Either party may terminate an Agreement in whole or in part without notice of default and with immediate effect by registered letter if the other party applies for a suspension of payments (provisional or otherwise), if a petition is filed for its bankruptcy, if its business is liquidated or terminated, if a substantial part of its assets are attached, or there is another circumstance as a result of which the party can be deemed to no longer dispose freely of its assets. The party terminating the Agreement, in accordance with the provisions of this article 4.3, is not obliged to pay damages or refund any amounts already received.
- 4.4 HOT shall be entitled to terminate the Agreement with immediate effect if:
 - a. The Client is in default of any obligation under the Agreement for a period of more than fourteen days;
 - b. The HOT Expert or Client fails to fulfil obligations under the Agreement resulting in HOT being unable to continue the performance of the Agreement;
 - c. Due to facts or circumstances beyond HOT's control which HOT had no knowledge of at the time of entering into the Agreement, HOT cannot reasonably be required to continue the Agreement, or there is a risk that HOT will be involved in conduct contrary to public morality or due care towards third parties according to generally accepted standards.
 - d. If the Agreement is terminated in accordance with the provisions of 4.4a to 4.4c, HOT shall not be obliged to compensate the Client for damages or to refund any amounts already received.

5. Applicants for Assignment

- 5.1 HOT undertakes to carry out each Assignment with the utmost care and to select Applicants to the best of its ability in line with HOT's vision and mission and in accordance with the criteria provided by the Client.
- 5.2 HOT shall have complete freedom in the selection of Applicants. In this regard HOT will observe the following:
 - a. the qualities and skills of the Candidate as disclosed to HOT;
 - b. the personal experiences HOT has with the Candidate;
 - c. the selection criteria provided by the Client.
- 5.3 Client may give their reasons for requesting that the granted Assignment be set up or performed by HOT in a different way. HOT will then reschedule in consultation with Client.

6. Personnel / execution of work

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- 6.1 The services will be performed as much as possible at the Client's location, on working days (Monday to Friday) and during normal business hours (between 8 a.m. and 6 p.m.), unless otherwise agreed. For any work performed on Sundays and/or holidays and/or times outside the usual business hours, a surcharge will be charged by HOT, to be agreed in advance.
- 6.2 Experts will work under HOT's control even when they perform work on the Client's premises. Direction and supervision of HOT's Experts shall remain with HOT at all times.
- 6.3 For the performance of services HOT may deploy Experts with whom it has no employment relationship, unless otherwise agreed in writing. If deemed necessary by HOT during the performance of the work, an Expert may be replaced by another Expert with similar training, experience and qualifications. The replacement will not reduce the quality of services and will not affect the continuity of HOT's performance of the work.
- 6.4 HOT's Experts will comply with the work, house and security rules as they apply at the Client's location. Client will provide these regulations to the Expert at the start of the work.
- 6.5 Client will provide, free of charge, adequate facilities at the location where work is to be performed, including a workplace and any required computer equipment, software and data communication equipment.
- 6.6 Client will take the necessary (precautionary) measures to prevent occupational diseases at the location where the work is performed.
- 6.7 Client shall indemnify HOT against claims by third parties, including HOT's experts, who suffer damage in the performance of the Agreement which is the result of an act or omission by Client or of unsafe situations at Client's premises and/or Client's site where the work is being performed.
- 6.8 Client shall ensure that the HOT - expert has access to and is provided with all information required for the proper performance of the Assignment.
- 6.9 If, for whatever reason, the HOT Expert cannot perform the work under the Assignment, HOT shall be entitled to employ another HOT Expert to perform the Assignment.
- 6.10 HOT shall be responsible for the progress of the work to carry out the Agreement, and shall report to the Client's contact person(s) on the progress of the work and provide insight into the work performed by the HOT Expert in the relevant period and the number of hours spent. The Client, in turn, will monitor the progress of the execution of the Agreement and the parties will have regular progress review meetings.

7. Complaints

- 7.1 Any complaints relating to the manner of performance and/or quality of the Assignment by HOT shall be sent to HOT immediately, but no later than five (5) days after the complaint has arisen, in writing, stating reasons, failing which any right the Client may derive therefrom shall lapse.
- 7.2 Treatment of timely and properly filed complaints will be by agreement between the Client and HOT.
- 7.3 Complaints do not suspend the Client's payment obligation.

8. Recruiting or hiring staff

- 8.1 During an Agreement and within one year of termination of an Agreement, the Client shall not employ, or negotiate employment with, or directly or indirectly engage the services of, any Experts, in salaried or non-salaried employment by HOT, who were employed by HOT in the performance of the work, or who were proposed by HOT for the performance of the work, without the prior written consent of HOT.
- 8.2 If article 8.1 is violated, the Client shall forfeit, without court intervention, an immediately payable penalty of €40,000 per violation and an amount of €500 for each day that such violation continues, without prejudice to HOT's right to claim actual damages.

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9. Prices, rates and fees

- 9.1 The rates as included in the quotations and offers include the Candidate's travel hours, travel and accommodation expenses within the Netherlands and other costs related to the Assignment, unless otherwise agreed in writing.
- 9.2 HOT reserves the right to charge general business expenses in any way separate from the hourly rate.
- 9.3 Prices quoted are exclusive of VAT and other government levies.
- 9.4 HOT shall indemnify the Client against all possible claims that social insurance agencies and/or tax authorities may assert against the Client in connection with the Agreement.
- 9.5 The agreed prices and rates may be adjusted by HOT annually on January 1 and will always be communicated to the Client in writing.

10. Payment terms

- 10.1 HOT shall invoice the Client up to two times per month, on a post-calculation basis, unless otherwise agreed in writing between the parties. The basis for invoicing will be the timesheets submitted by the HOT Expert and approved by the Client.
 - a. Expert will record the hours worked each month and Client will approve them no later than on the 2nd business day of the subsequent invoice period.
 - b. invoicing will be based on those approved timesheets. If the Client does not approve the hours in a timely manner, an invoice will be issued based on the Expert's statement(s) of hours.
 - c. any required corrections to hours will be settled on the next invoice.
- 10.2 HOT shall invoice the Client for no more than the hours worked and approved, unless the parties have agreed otherwise in writing. All this subject to the provisions of article 10.1.b.
- 10.3 Payment by the Client must be made within fourteen days of the invoice date. Client is not permitted to set off or suspend payments.
- 10.4 In the event of failure to pay within the period in accordance with article 10.3, the Client shall owe statutory interest for commercial transactions with a minimum of 2% on the outstanding amount from the due date, without any reminder or notice of default being required.
- 10.5 If (part of) the invoice is disputed, Client shall pay the undisputed part within the stipulated payment period. The disputed part of the invoice will be mutually discussed and agreed upon.
- 10.6 Failure to pay within the payment period will result in a reminder and/or written notice being sent. HOT will charge a €40 (excluding VAT) administration fee for the second and each subsequent reminder and/or written notice. In case the Client remains negligent to pay after a written notice or notice of default, all (extra) judicial costs incurred to collect the payment will be for the Client's account. Payments made by the Client shall first serve to pay the statutory interest and judicial and extrajudicial costs, after which they shall be deducted from the principal sum.
- 10.7 If timely payment is not made, HOT shall be entitled to suspend the performance of the work.

11. Force majeure

- 11.1 Neither party shall be bound to perform any obligation under an Agreement if prevented from doing so by force majeure, which shall include force majeure of third parties whose services HOT uses in the performance of the work.
- 11.2 If the force majeure situation has lasted longer than twenty working days, either party has the right to terminate the Agreement by registered letter. In that case, the services already supplied will be settled, after which the parties no longer owe each other anything.
- 11.3 If there is a force majeure situation in the case of an Agreement entered into for a duration of less than twenty working days, the provisions of Article 11.2 shall apply with the proviso that the force majeure situation in that case must have lasted five working days.

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12. Intellectual property

- 12.1 Any models, techniques, tools (including software) used in the performance of the work, as well as any advice given, written or otherwise, documents, and/or working methods, shall be and remain the property of HOT. Their disclosure shall be permitted only with the prior written consent of HOT, all if and to the extent that the Agreement does not provide otherwise.
- 12.2 Insofar as within the scope of the Agreement or the nature of the Assignment, the Client has the right to multiply documents prepared in connection with the performance of the work for use in their own organization. This also applies to documents recorded on data carriers.
- 12.3 Client shall fully indemnify HOT against any third party claims relating to any infringement alleged by such third parties of any intellectual property rights belonging to them, in so far as relating to items made available to HOT by the Client.
- 12.4 The Client shall promptly notify HOT of any claim by a third party regarding any infringement or threatened infringement of an intellectual property right in respect of work to be performed or already performed by HOT. Client shall take the necessary measures, and shall reimburse all costs incurred by HOT as a result.

13. Confidential information / personal data

- 13.1 Both in the pre-contractual phase (including the introduction meeting and subsequent quotation stage), and during the execution of Agreement as well as for an indefinite period thereafter, both HOT and Client shall maintain complete confidentiality towards third parties with respect to all information relating to the parties, their organizations, and their ways of working that comes to their knowledge in connection with the Agreement.
- 13.2 Client shall indemnify HOT against claims of persons whose personal data are processed or registered in the context of any data processing by Client, or for which Client is responsible under the law.

14 Liability

- 14.1 Except for damages arising as a result of deliberate recklessness or intent, HOT shall only be liable for direct damages up to a maximum of the amount (excluding sales tax) received by HOT for the performance of work during the last six months under an Agreement.
- 14.2 In case the Agreement has a lead time of more than six months, the aforementioned liability shall be limited to a maximum of the amount invoiced over the last six months.
- 14.3 Any liability for indirect damages, including but not limited to consequential damages, lost savings, lost profits and damages by the Client's customers, is excluded.
- 14.4 In any event, liability shall always be limited to the amount received by HOT under its liability insurance policy in any particular case.
- 14.5 HOT shall not be liable for damages of any kind arising from the provision of incorrect and/or incomplete data by the Client.
- 14.6 A condition for any event giving rise to the right to compensation shall be that the Client reports the damage to HOT within 7 days of its occurrence.
- 14.7 Client shall indemnify HOT against all third party claims arising from this Agreement.

15 Other provisions

- 15.1 Client shall allow HOT to disclose which HOT services including their nature have been chosen by Client.
- 15.2 Without the prior written consent of the other party, neither party is entitled to transfer the rights and/or obligations under the Agreement in whole or in part.
- 15.3 The Agreement may be amended and supplemented only by an addendum signed by the parties.

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16. Disputes and applicable law

- 16.1 The Agreements between HOT and the Client shall be governed by the laws of the Netherlands.
- 16.2 Disputes which may arise between HOT and the Client pursuant to an Agreement entered into between them shall be submitted to the competent court of the Central Netherlands District Court.

These Terms and Conditions have been filed with the Utrecht Chamber of Commerce under number 30230845.

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Annex

Affiliates

Trade Reg. no.	Company	Trading under the name
30221314	Yellotec B.V.	Engi Talents
84397462	Engi Talents Nederland B.V.	Engi Talents
24414166	EportaConsult B.V.	Dev Talents
30141656	J-Next B.V.	Dev Talents
87017644	CodeNamics B.V.	Dev Talents
30208867	QoppoConsult B.V.	IT Test Talents
30208879	ProcesConsult B.V.	Project & Change Talents
30151171	PMOPartner B.V.	Project & Change Talents
30221268	DataDolphins B.V.	Data Talents
30208484	VerzuimTalent B.V.	HR Talents
24414157	Giraffe HR B.V.	HR Talents
30145039	TriamFloat B.V.	L&D Talents
9119358	Whitehorses B.V.	Integration & Application Talents
30208477	XAPConsult B.V.	Integration & Application Talents
24276904	Tri-ennium B.V.	Integration & Application Talents
66611121	TheSoftwareBox B.V.	Integration & Application Talents
87017512	LowcodeMasters B.V.	Integration & Application Talents
66976502	Digital Marketing Partner B.V.	Digital Talents
77282078	UX Partner B.V.	Digital Talents
74303473	RO Partner B.V.	Public Talents
82236860	Sociaal Domein Partner B.V.	Public Talents
84355204	Open Cloud Partner B.V.	IT Infra Talents
71703144	B-Able Professionals B.V.	IT Infra Talents
65530969	B-Able B.V.	IT Infra Talents
11048652	Andarr Technology Services B.V.	IT Infra Talents
11058094	Andarr Technology Professionals B.V.	IT Infra Talents
30192262	PlusTalent Onderwijs Management B.V.	Leadership Talents

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