

FITZ

General terms and conditions
April 2025

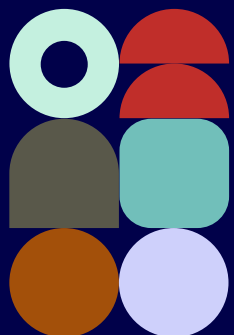


Table of contents

General terms and conditions of delivery FITZ		4
Article 1.	Definitions	4
Article 2.	Applicability	4
Article 3.	Rates and invoicing conditions	4
Article 4.	Subcontracting and transfer	5
Article 5.	Intellectual property rights	6
Article 6.	Terms	7
Article 7.	Force majeure	7
Article 8.	Liability FITZ	8
Article 9.	Client responsibilities	8
Article 10.	Additional Terms	9
Article 11.	Confidentiality and processing of personal data	9
Article 12.	Dissolution and termination	10
Article 13.	Applicable law and choice of forum	10
Additional terms and conditions for secondment		11
Article 14.	Additional definitions	11
Article 15.	The Agreement	11
Article 16.	Execution of the Agreement	12
Article 17.	Cancellation of Agreement	13
Article 18.	Application of equal pay	13
Article 19.	Rates, travel and home working expenses	14
Article 20.	Time tracking	14
Article 21.	Acquisition Consultant	15
Additional conditions Projects		17
Article 22.	Additional definitions	17
Article 23.	Execution of the Agreement	17
Additional terms and conditions BPO & Services		18

Article 24.	Additional definitions	18
Article 25.	Amendment of the Agreement	18
Article 26.	Inaccuracies in the service	18
Article 27.	Transfer of undertaking	18
Article 28.	Rates	19
Article 29.	Duration and termination	19

Additional terms and conditions Digital Solutions 20

Article 30.	Additional definitions	20
Article 31.	License agreement	20
Article 32.	Term and Termination of License Agreement	21
Article 33.	Management agreement	21
Article 34.	Conditions	21
Article 35.	Guarantee	22
Article 36.	Source	22

Additional terms and conditions Improvement Center

23

Article 37.	Additional definitions	23
Article 38.	Services Improvement Center	23
Article 39.	Term and termination	23
Article 40.	Rates and invoicing conditions	23

Additional terms and conditions for recruitment and selection 25

Article 41.	Additional definitions	25
Article 42.	Implementation of Recruitment & Selection Services	25
Article 43.	Exclusiveness	25
Article 44.	Fairy	26

Additional terms and conditions Training 27

Article 45.	Additional definitions	27
Article 46.	Services	27
Article 47.	Invoicing conditions	27
Article 48.	Modification or cancellation by FITZ	27
Article 49.	Cancellation by the Client or participant(s)	28
Article 50.	Copyright and usage rights	28

Additional conditions for the use of self-employed persons **29**

Article 51.	Additional definitions	29
Article 52.	Execution of the Agreement	29
Article 53.	Takeover of a self-employed person/non-solicitation clause	30

Additional Terms and Conditions for Participation in Events **32**

Article 54.	Additional definitions	32
Article 55.	Payment, Cancellation and Refunds	32
Article 56.	Registration and access	32
Article 57.	Liability	32
Article 58.	Conduct	33
Article 59.	Alterations	33
Article 60.	Privacy	33
Article 61.	Photos and Media	34

General terms and conditions of delivery FITZ

Article 1. Definitions

1. **General Terms and Conditions:** these general terms and conditions of delivery.
2. **Client:** the other party with whom FITZ has entered into an Agreement.
3. **Agreement:** the quotation signed by the Client or the agreement signed by the Parties (including all underlying documents), to which the General Terms and Conditions apply and form part in both cases. The services of FITZ follow from this agreement or quotation.
4. **Parties:** Client and FITZ.
5. **FITZ:** Quoratio B.V., or the legal entity belonging to the group of Quoratio B.V. within the meaning of Article 2:24b of the Dutch Civil Code, which has declared these General Terms and Conditions applicable to the other Party for itself by entering into an Agreement.
6. **Working days:** days in the week other than weekend and public holidays.

Article 2. Applicability

1. These General Terms and Conditions apply to all offers, quotations, order confirmations and all agreements concluded between FITZ and the Client issued by FITZ to the Client. In the event of a conflict between any provision in the Agreement (excluding these General Terms and Conditions) and these General Terms and Conditions, the provisions of the Agreement shall prevail.
2. Any purchase or other terms and conditions of the Client are not applicable and are expressly rejected by FITZ, regardless of whether they are stated on a purchase order or other type of document originating from the Client.
3. If any provision of the General Terms and Conditions is nullified or proves to be null and void, this shall not affect the validity of the other provisions of these General Terms and Conditions. The parties will replace the voided or void provision with another provision that corresponds as much as possible to the original provision in purport.
4. Agreements deviating from these General Terms and Conditions only apply if agreed in writing between the Parties and only apply to the specific Agreement in which this has been agreed.

Article 3. Rates and invoicing conditions

1. All rates or other types of fees mentioned by FITZ in the Agreement are exclusive of VAT and (if applicable) all other duties and taxes applicable by operation of law.
2. Unless otherwise agreed, the rates do not include any applicable mileage allowance for commuting, expense allowances and/or other business travel expenses. These will be charged separately to the Client. A kilometre allowance is calculated using the ANWB route planner for the fastest route.
3. Client shall pay each invoice from FITZ within fourteen (14) calendar days of the

- invoice date, unless explicitly agreed otherwise. The Client is not entitled to set-off.
4. If an invoice is not paid within the stated payment term, the Client will then be in default by operation of law without notice of default and will owe interest equal to the statutory commercial interest as referred to in Articles 6:119a and 6:120 of the Dutch Civil Code, whereby part of a month is counted as a full month. The copy of the invoice sent by FITZ in the possession of FITZ shall be considered as full proof of the chargeability of the interest and the day on which the calculation of interest begins.
 5. Only payments to FITZ or to a third party designated by FITZ in writing have a discharge effect.
 6. Client must notify FITZ of an objection to an invoice in writing within seven (7) calendar days of the invoice date, stating the reasons for the invoice. The burden of proof of timely submission of the objection rests with the Client.
 7. All judicial and extrajudicial (collection) costs incurred by FITZ due to non-compliance by the Client with its obligations under this article or any other obligation, are entirely at the expense of the Client.
 8. FITZ can (periodically) inquire about the creditworthiness of the Client and can keep the results for its records. If the creditworthiness of the Client is reduced or could reasonably become, then the Client must, if requested by FITZ, provide security for payment in the form requested by FITZ, including but not limited to adjusting the agreed method of invoicing. Without prejudice to its other rights in the Agreement, FITZ is entitled to postpone or suspend its obligations towards the Client without further notice of default until such security has been provided by the Client.
 9. In the case of Agreements with a term of more than or equal to three (3) months, FITZ has the right to adjust its rates each calendar year by at least the percentage in accordance with the indexation of the CBS (SBI 2008 Collective Labour Agreement Wages, Contractual Wage Costs and Working Hours), based on the year-on-year method, using the index figure for the month of October. An index figure that is as comparable as possible will be used if CBS ceases to publish the index figure or changes the basis of its calculation.
 10. FITZ may adjust its rates or pass on costs and charge them to Client if this is related to compliance with or implementation of mandatory changes in laws and regulations and/or other cost-increasing circumstances imposed by private and/or public bodies.
 11. If the Client does not fulfil its obligations towards FITZ, FITZ has the right to suspend the further execution of the Agreement, in whole or in part, after written notice.

Article 4. Subcontracting and transfer

1. FITZ is allowed to use third parties in the execution of its obligations. The effect of Article 7:404 of the Dutch Civil Code is expressly excluded. However, the Parties are not permitted to transfer the rights under the Agreement to a third party without the prior written consent of the other Party.

Article 5. Intellectual property rights

1. Intellectual property rights are understood to mean all intellectual property rights, including copyrights, trademark rights, patent rights and trade name rights, with regard to any work, including software, websites, databases, databases, equipment, training, test and examination materials and/or other materials, whether or not electronically recorded, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof.
2. All intellectual property rights of FITZ remain vested in FITZ or the third party from whom FITZ has obtained the right to make the work available to the Client. In no way will the intellectual property rights of FITZ with regard to any work be transferred to Client. If FITZ grants a license/right of use to Client, this is a non-exclusive, non-transferable and non-sublicensable right of use for the duration of the Agreement.
3. All intellectual property rights of the Client remain vested in the Client or the third party from whom the Client has obtained the right to use the work.
4. All intellectual property rights to all software and documentation developed or made available pursuant to the Agreement, including preparatory material thereof, are vested exclusively in FITZ. The Client is not entitled to alienate, encumber or (sub)license the software and documentation. The Client will not reproduce, publish or make copies of this. If necessary, the Client is permitted to make copies of any manuals for internal use.
5. If the Parties agree in writing that the intellectual property rights with regard to software or other works or materials developed for the Client will be transferred to the Client, this will not affect the right or the ability of FITZ to change the general principles, ideas, programming languages, components, designs, algorithms, documentation, works, protocols, standards and the like underlying that development. use and/or exploit it for other purposes without any restriction (including giving the right of use to third parties), either for yourself or for third parties.
6. Nor does a transfer of an intellectual property right affect the right of FITZ to make developments for the benefit of itself or a third party that are similar or derived from those that have been or will be made for the benefit of the Client.
7. The Client will not remove or have changed any designation(s) regarding the confidential nature or regarding copyrights, brands, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
8. If the management and/or the daily execution of one or more administrative processes takes place via the software or software of FITZ, FITZ guarantees to the Client that it has all necessary licenses and does not infringe any rights (including intellectual property rights) of third parties.
9. If the management and/or the daily execution of one or more administrative processes takes place via the software or software of the Client, the Client guarantees to FITZ that it has all necessary licenses and does not infringe the rights (including intellectual property rights) of third parties.
10. FITZ indemnifies the Client against any claim by a third party that is based on the fact that the intellectual property rights of FITZ infringe an intellectual property right

of that third party, on the condition that the Client immediately informs FITZ in writing about the existence and content of the claim and the handling of the case, including the conclusion of any settlements, entirely to FITZ. To this end, the Client will provide FITZ with the necessary powers of attorney, information and cooperation to defend itself against these claims.

11. The obligation to indemnify lapses if the alleged infringement is related (i) to intellectual property rights made available to FITZ by the Client for the use, processing, processing or maintenance, or (ii) to changes that the Client has made or has had made to the intellectual property rights without the written consent of FITZ.
12. If it is irrevocably established in law that the intellectual property rights of FITZ infringe an intellectual property right of a third party or if, in the opinion of FITZ, there is a reasonable chance that such an infringement will occur, FITZ will, if possible, make every effort to ensure that the Client still uses functionally equivalent other software, continue to use websites, data files, equipment or materials. Any other or more far-reaching indemnification obligation on the part of FITZ due to infringement of an intellectual property right of a third party is excluded.

Article 6. Terms

1. All deadlines mentioned by FITZ have been determined to the best of their knowledge on the basis of the information known to FITZ at the time the Agreement was entered into and will be observed as much as possible.
2. Insofar as delivery dates and/or deadlines are stated in the Agreement, these are indicative and do not constitute strict deadlines, unless expressly stipulated otherwise. In all cases, even if the Parties have expressly agreed on a deadline in writing, FITZ will only be in default after it has been given a proper, detailed and written notice of default by the Client and FITZ still fails to properly comply with the reasonable period given in that notice of default after the expiry of the reasonable period given in that notice of default.
3. If there is a risk that any term will be exceeded, FITZ and Client will enter into consultation as soon as possible.

Article 7. Force majeure

1. In the event of force majeure of one of the Parties, the obligations under this Agreement shall be suspended for as long as the force majeure situation continues. Force majeure is also understood to mean a shortcoming on the part of FITZ's suppliers. The suspension does not apply to the obligations to which the force majeure does not relate and/or the obligations that arose before the force majeure situation occurred.
2. If the force majeure situation lasts longer than sixty (60) days, the Parties have the right to terminate the Agreement by means of a registered letter, unless it is foreseeable that the force majeure situation will be resolved within a reasonable period of time. In that case, what has already been achieved under the Agreement

will be settled proportionately, without the Parties owing each other anything else.

Article 8. Liability FITZ

1. FITZ ensures and guarantees towards the Client that the services assigned to it will be properly performed by qualified personnel and in accordance with all applicable laws and regulations.
2. FITZ accepts an obligation to pay compensation to the extent and to the extent that this is apparent from this article. The total, cumulative liability of FITZ towards the Client for damage is limited to the amount paid by the Client under this Agreement in the twelve months prior to the event causing the damage or € 100,000, whichever is lower. In this case, a series of related damaging events is regarded as one event and one damaging event.
3. The liability for damage referred to in Article 8 paragraph 2 excludes consequential damage, loss of profit, loss of data, lost revenue or savings, damage to reputation or image.
4. FITZ is not liable for errors in the provision of services or damage caused by late, incorrect and/or incomplete data, files, tools and/or information provided by or on behalf of the Client. Nor is FITZ liable for errors in the provision of services or damage that has arisen because the Client does not have effective control mechanisms and procedures, does not apply them or they do not prove effective.
5. A condition for the existence of any right to compensation is that Client reports the damage to FITZ in writing as soon as possible (and in any case no later than two (2) months after it has arisen).
6. The Client indemnifies FITZ against any claims from personnel and other third parties that are related to the services provided by FITZ.
7. These restrictions do not apply in the event of intent or deliberate recklessness on the part of FITZ.

Article 9. Client responsibilities

1. Client will provide FITZ with all information and cooperation deemed necessary in a timely manner that it reasonably needs for the execution of the Agreement. The Client guarantees that the information it provides is correct and complete and will ensure timely delivery in accordance with any requested formats and instructions, even if the information supplied comes from or via third parties.
2. If Client is of the opinion that inaccuracies are committed by FITZ in the execution of this Agreement, it must immediately notify FITZ of this in writing, in such a way that FITZ can rectify the inaccuracy in question and/or adjust its services in such a way that future inaccuracies are prevented. Client is responsible for any costs incurred by FITZ to rectify such inaccuracies if they were not immediately reported by Client after it became aware of them or if it appears that Client should reasonably have discovered this earlier.
3. The Client must ensure that FITZ is immediately informed of (changed) facts and circumstances that may be important in connection with the execution of the

Agreement.

4. If necessary for the execution of the Agreement, Client will deploy specific personnel to enable FITZ to perform the work. If this specific personnel is deemed necessary, this will be laid down in the Agreement. Costs incurred as a result of the failure to make the said personnel available or not to make them available on time are for the account of the Client.

Article 10. Additional Terms

1. Depending on the services purchased (or to be purchased in the future), one or more of the additional conditions listed below apply. These are part of these General Terms and Conditions. In the event of a conflict between any provision of this general part and any of the applicable additional terms and conditions, the provisions of the additional terms and conditions for that part of the service shall prevail:
 - a. Secondment;
 - b. Projects;
 - c. BPO & Services;
 - d. Digital Solutions;
 - e. Improvement Center;
 - f. Recruitment & Selection;
 - g. Training;
 - h. Deployment of self-employed workers;
 - i. Participation in events.

Article 11. Confidentiality and processing of personal data

1. Unless any legal provision, regulation or (professional) rule so requires, the Parties are obliged to maintain confidentiality towards third parties with regard to confidential information obtained from each other.
2. Except with the written consent of the other Party, the Parties are not entitled to use this confidential information for a purpose other than that for which it was obtained. An exception is in the event that a Party acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant. This Party shall inform the other Party thereof.
3. Insofar as FITZ qualifies as a processor of personal data as defined in the General Data Protection Regulation (GDPR), FITZ will organize its services in such a way that it will comply with the requirements and regulations of the GDPR in its capacity as a processor. This is laid down in a processing agreement that is an inseparable part of the Agreement between the Client and FITZ. The Client is not entitled to recover an administrative fine imposed on it by the supervisor from FITZ on any legal basis whatsoever. 'Supervisor' means a supervisory authority as referred to in the GDPR.
4. With the exception of the data that is processed in the context of the BPO & Services service, the Client agrees that FITZ may use (confidential) information and personal data received from the Client (or on behalf of the Client), provided that it is anonymized and cannot be traced, inter alia in the context of compiling and maintaining best practices, statistics, research and/or benchmarking.

5. FITZ is entitled to use the logo and the name of the Client for recruitment and marketing purposes, without FITZ being liable to pay a fee to the Client.
6. FITZ is entitled to state the main points of the activities for the Client to (potential) customers of FITZ.
7. The parties guarantee that all persons engaged by them directly or indirectly comply with the obligations referred to in this article.

Article 12. Dissolution and termination

1. The Parties may terminate the Agreement by written notification to the other Party with immediate effect, without a notice of default being required and without judicial intervention, if:
 - a. the other Party has become bankrupt, has applied for a moratorium, offers a composition to its common creditors, has appointed an administrator or if it must be assumed in any other way that the other Party is not or no longer able to meet its financial obligations or is in danger of losing its business;
 - b. the other Party ceases its activities or liquidates its business.
2. In the event of dissolution, the dissolution will only have effect for the obligations that arise after the moment of dissolution and the dissolution will not have retroactive effect.
3. The parties may terminate the Agreement in writing at the end of the month with due observance of the agreed notice period. Early termination of the Agreement is excluded, unless explicitly agreed otherwise.
4. Work that has already been performed by (or on behalf of) FITZ in advance and during the receipt of a valid written notice of termination by the Client, must be paid for by the Client.
5. If applicable, FITZ will return all items in its possession of the Client to the Client after termination of the Agreement. All (other) data of the Client will be destroyed, unless FITZ is legally obliged to retain these items.
6. Rights and obligations under the Agreement that by their nature and content are intended to continue, including intellectual property, liability, force majeure and dispute resolution, shall remain in full force and effect after termination or dissolution of the Agreement.
7. The failure of FITZ to exercise any right or to exercise any legal remedy does not constitute a waiver of that right or remedy.

Article 13. Applicable law and choice of forum

1. These General Terms and Conditions, the Agreement and all related appendices, offers, assignments and other agreements are exclusively governed by Dutch law.
2. All disputes arising from this will be submitted to the competent court of the District Public Prosecutor's Office of Central Netherlands.

Additional terms and conditions for secondment

Article 14. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Agreement:** the contract for services between the Client and FITZ on the basis of which the Client wishes to be supported by Secondment in the performance of work
2. **Consultant:** the expert to be deployed by or on behalf of FITZ at the Client who is under the direction and supervision of the Client.
3. **Secondment:** the provision of work to the Client by a Consultant.
4. **Teaching Remit:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client for a pre-agreed period of time with the aim of gaining knowledge and experience with systems, processes and working methods. FITZ applies an adjusted Rate for the agreed duration of this Agreement.
5. **Traineeship:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client for a pre-agreed period of time with the aim that the Client enters into an employment relationship with the Consultant after the end of the agreed period without owing any compensation to FITZ for this. The Client will in all cases owe a fee to FITZ if it wishes to enter into an employment relationship with the Consultant before the end of the agreed period, also with due observance of article 21 ("Acquisition of the Consultant"). After the agreed period, the Consultant will either be employed directly by the Client, or perform work as a Consultant for the Client (or another client) without there being a traineeship.
6. **Secondment:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client and where, from the start of the work, the aim is to successfully enter into employment with the Client after a pre-agreed process of at least one year.
7. **Order Confirmation:** the written confirmation of the Agreement by the Client, which includes the Start Date, End Date, the name and other details of the Consultant, the description of the work and the Rate.
8. **Start Date:** the start date of the Agreement stated in the Order Confirmation.
9. **End Date:** the end date of the Agreement stated in the Order Confirmation.
10. **Rate:** the rate payable by the Client to FITZ, excluding travel expenses, expense allowances and VAT, unless explicitly stated otherwise in the Order Confirmation.

Article 15. The Agreement

1. The Agreement is entered into for a definite period of time and ends by operation of law after the agreed End Date.

2. With the exception of the Teaching Assignment, Traineeship and Secondment, the Parties may terminate the Agreement in writing at the end of the month with due observance of a notice period of one (1) month.
3. The Agreement is concluded at the moment that the Assignment Confirmation signed by both Parties has been received back by FITZ. The proposal of FITZ has a validity of 7 days and will expire if FITZ has not received a signed Engagement Confirmation after this period. As long as the Engagement Confirmation has not been returned, FITZ can deploy the proposed Consultant elsewhere.
4. If the Assignment Confirmation has not yet been signed and returned, but the Consultant has already started the work, the Agreement is deemed to have been concluded at the time the work has started.
5. If the Client wishes to extend the Agreement, the Client must notify FITZ in writing at least one (1) month before the expiry of the End Date.
6. FITZ reserves the right not to renew the Agreement, stating reasons, with the same Consultant. In that case, FITZ has the right to make another Consultant available to the Client within a reasonable period of time.
7. Both Parties have the right to terminate a Teaching Assignment with immediate effect without giving reasons.
8. A Teaching Assignment can only be extended after written approval from FITZ.
9. The Client has the right to terminate the Traineeship in writing before the End Date if the Consultant does not meet the requirements set in advance by the Client and explicitly included in the Agreement within (1) one month after the start of the Traineeship. If possible, FITZ will replace the Consultant with another Consultant within a reasonable period of time for the remaining duration of the Traineeship.
10. The Agreement ends immediately at the moment that FITZ can no longer deploy the Consultant because the (employment) contract between FITZ and the Consultant has ended during the term of the Agreement and this employment (contract) is not continued or is not continued consecutively. If possible, FITZ will propose a suitable replacement to the Client within a reasonable period of time.
11. The Client is not entitled to temporarily or partially suspend the Consultant's activities.

Article 16. Execution of the Agreement

1. The Consultant will perform the work to the best of his knowledge and ability and has the professional competence that may be expected of the Consultant. Without prejudice to the foregoing, the Client guarantees and is responsible for, among other things, having effective control mechanisms and procedures at its disposal and applying them (for example, but not limited to a four-eyes principle or other technical control mechanisms) during the performance of the Consultant's work.
2. Each Consultant makes use of an extensive network of specialists working within FITZ for the purpose of knowledge sharing, obtaining advice and solving issues from the Client.
3. Any complaints about the work performed must be reported by the Client to FITZ in writing within seven (7) calendar days after discovery. This communication should include a description of the deficiency that is as detailed as possible in order to

enable FITZ to respond appropriately. The Client is obliged to give FITZ the opportunity to remedy the shortcoming.

4. Unless previously authorized in writing, the Client is not permitted to have the Consultant perform work for another Client through the Client. This also includes a legal entity with which the Client is affiliated in a group within the meaning of Article 2:24b of the Dutch Civil Code.
5. The Client will indemnify the Consultant – and indemnify FITZ against – claims of the Consultant (Article 7:658, 7:611 and/or 6:162 of the Dutch Civil Code) for compensation of damage (including costs including costs of legal assistance) suffered in the context of the performance of the Client's work for the Client.

Article 17. Cancellation of Agreement

1. If Client cancels the Agreement 5 Working Days or less before the start of the Start Date, Client will owe FITZ cancellation costs in the amount of what FITZ would charge Client if the Consultant were to perform work for Client for 1 month on a full-time basis at the agreed Rate.

Article 18. Application of equal pay

1. For secondment, FITZ applies the principle of equal pay in accordance with the Waadi, in which the components of the hirer's remuneration included in the ABU CLA serve as starting points.
2. In accordance with Article 12a of the Waadi, the Client must provide information about the terms of employment that apply to its own employees prior to the Agreement. To this end, FITZ provides a form in which the Client must provide information about the position to be performed and the associated grading method and the remuneration scheme of the Client.
3. The remuneration of the Consultant, including any allowances, benefits and expense allowances, shall be determined in accordance with the Client's collective labour agreement or terms of employment and the applicable laws and regulations, on the basis of the job description provided by the Client.
4. If at any time it appears that the job description and the associated classification do not correspond to the actual position performed by the Consultant, the Client will immediately provide FITZ with the correct job description with corresponding classification. The remuneration of the Consultant will be redetermined on the basis of the new or correct job description. The position and/or salary scale can be adjusted during the Agreement as well as with retroactive effect, if the Consultant can reasonably claim that adjustment on the basis of the law and regulations, the collective labor agreement and/or the hirer's remuneration. If the adjustment results in a higher remuneration, FITZ will correct the remuneration (with or without retroactive effect) of the Consultant and the Rate accordingly. The Client owes this corrected Fee from the moment of the performance of the actual function.
5. The Client shall inform FITZ in a timely manner and in any event immediately upon the announcement of any changes in the remuneration, including any allowances, benefits and expense allowances. Changes that lead to an increase in remuneration will correspondingly lead to the same percentage increase in the Tariff.

6. One-off, non-structural benefits that the Client pays as part of the collective labor agreement or employment conditions will be charged to the Client, including a surcharge for employer's costs.

Article 19. Rates, travel and home working expenses

1. In all cases, the Client is responsible for the timely, correct and complete delivery of the data or characteristics desired by the Client necessary for the administrative processing of the invoice by the Client. Client shall ensure that this is received by FITZ no later than five (5) Business Days after signing the Engagement Confirmation.
2. The agreed Fee for the performance of the work applies to Working Days. Work performed by the Consultant outside this period and/or above the agreed number of hours per week as agreed in the Agreement, will be considered as additional work in accordance with the percentages below:
 - 06.00 – 22.00 hrs - 150% of the hourly rate
 - 22.00 – 06.00 hrs - 175% of the hourly rate
 - Saturday - 200% of the hourly rate
 - Sunday and public holidays - 200% of the hourly rate
3. The travel costs incurred by the Consultant for travelling to and from a FITZ office will be charged to the Client, so that the Consultant can gain knowledge and share it with colleagues at the office. The actual kilometres are calculated, but are at all times capped at the number of kilometres that the Consultant would travel as if the Consultant would travel to the Client's location.
4. For each Consultant, the legally determined daily untaxed homeworking allowance will be charged to the Client.
5. Upon renewal of the Agreement, FITZ is entitled to increase the Tariff.
6. Without prejudice to the foregoing, Article 3 ("*Rates and Billing Terms*") paragraph 9 of the general part of the General Terms and Conditions relating to indexation shall apply to all Agreements with a term of three (3) months or more, regardless of whether this is the initial term or whether they are successive renewals with a total term of more than three (3) months.
7. Client indemnifies FITZ against all possible due and payable claims of the Tax and Customs Administration, by whatever name and on whatever point of view, for the withholding and/or payment of payroll taxes, in connection with the work performed by a Consultant under the Agreement.

Article 20. Time tracking

1. Invoicing takes place on the basis of the method of time accounting agreed with the Client and on the basis of what is stipulated in the Assignment Confirmation and Agreement.
2. The Consultant ensures correct and complete time accounting by means of a digital timesheet.
3. The timesheet will be submitted to the Client for approval, after which FITZ will invoice the Client.
4. All invoices that FITZ provides to the Client are specified by means of the timesheet digitally approved by the Client with name, date and time stamp.
5. FITZ charges the Client for the hours worked and costs incurred by the Consultant

- on a weekly basis.
6. The hours that the Consultant makes with his/her manager and colleagues of FITZ for the purpose of the quality of the execution of the assignment, knowledge sharing, obtaining advice and solving issues at the Client will be charged to the Client at the agreed Rate.
 7. The Client has two (2) Business Days to check and approve the timesheet after receipt of the timesheet in question. If this period has expired, the Client agrees to the relevant timesheet and FITZ is entitled to send an invoice based on the timesheet presented.

Article 21. Acquisition Consultant

1. If the Client wishes to take over a Consultant during the term of the Agreement or during twelve (12) months after its termination, the Client shall at all times notify FITZ in writing of its intention to take over a Consultant, before the Client discusses this intention with the Consultant. Because FITZ takes responsibility and invests in finding, hiring and placing Consultants, FITZ and Client will consult with each other about a reasonable surrender/recruitment fee from Client to FITZ for the acquisition of the Consultant. In this case, a reasonable buyout/recruitment fee is understood to mean an immediately payable fee amounting to at least the Rate multiplied by 156 hours per month that the Agreement continues if there is a current Agreement. If the Agreement has ended, or the remaining term is less than 3 months, the aforementioned compensation will be calculated on the basis of a minimum of 3 months.
2. The surrender/recruitment fee under paragraph 1 will be adjusted to an immediately payable fee of € 25,000,-, if the Client and a Consultant directly enter into an employment relationship or another type of contractual relationship, within twelve (12) months after the contact between the Client and the Consultant has been established via FITZ (for example because the Consultant has been introduced to the Client by FITZ) and no agreement has been concluded between FITZ and the Client under which the Consultant would perform work for the Client.
3. FITZ cannot oblige a Consultant to be taken over by the Client, unless this has been explicitly agreed with the Consultant and FITZ.
4. For the purposes of this article, 'Client' is also understood to mean a potential Client.
5. For the purposes of this article, 'acquisition of a Consultant' means:
 - a. the direct conclusion of an employment contract, a contract for work and/or a contract for services with a Consultant by the Client or a third party belonging to the group with the Client within the meaning of Article 2:24b of the Dutch Civil Code; and
 - b. deploying the Consultant in question through a party other than FITZ;
6. For the purposes of this article, 'Consultant' also means:
 - a. the (prospective) Consultant employed by or engaged by FITZ;
 - b. the (prospective) Consultant who was introduced to the Client in the twelve (12) months prior to entering into the contractual relationship with the Client; and
 - c. the Consultant whose commitment under the Agreement has ended in the

twelve (12) months prior to entering into the contractual relationship with the Client.

7. If Client violates the provisions of this article ("*Acquisition of Consultant*"), it will forfeit to FITZ an immediately payable compensation of EUR 60,000 per Consultant, to be increased by EUR 2,500 for each day that this violation continues, without prejudice to the right of FITZ to claim compensation and/or compliance with the obligation in question.
8. After the end of the Agreement on the basis of Detavast, the Client will at all times be subject to an acquisition fee of EUR 5,000 from the Consultant, -. If the Client wishes to employ the Consultant directly during the Agreement on the basis of Detavast, a takeover fee will apply in which the training costs that FITZ has invested in the Consultant will be taken into account. The acquisition fee will be reduced pro rata as follows:
 - a. 0 to 2 months EUR 25,000
 - b. 3 to 5 months EUR 20,000
 - c. 6 to 8 months EUR 15,000
 - d. 9 to 11 months EUR 10,000
9. In the event of the acquisition of a Consultant, the Client is responsible for the investigation into and assessment of the Consultant's employment history. At the request of the Client, FITZ can – to the extent permitted by law – provide information about the employment history of the Consultant. FITZ is dependent on the Consultant for this and cannot guarantee the accuracy and completeness thereof.
10. As joint and several debtor, the Client guarantees that all companies affiliated with the Client will also comply with the provisions of the previous paragraphs.

Additional conditions Projects

Article 22. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Consultant:** the expert to be deployed by or on behalf of FITZ at the Client who is under the direction and supervision of FITZ.
2. **Agreement:** the contract for services or quotation between the Client and FITZ on the basis of which the Client wishes to be supported by FITZ in the execution of a Project by Consultants.
3. **Project:** an assignment in which FITZ has the responsibility to deliver a project result coordinated with the Client, in which case FITZ determines which and how many Consultants carry out that assignment under the latter's direction and supervision. This also includes projects that FITZ carries out around solutions developed by FITZ, quick scans, Training, and other specific consultancy work.

Article 23. Execution of the Agreement

1. The Agreement shall be concluded at the time the Agreement signed by both Parties is received. The proposal of FITZ has a validity of 7 days and will expire if FITZ has not received a signed Agreement after this period.
2. If the Agreement has not yet been signed and returned, but the Consultant(s) who execute(s) the Agreement has/have already started the work, the Agreement is deemed to have been concluded at the time the work has started.
3. Any complaints about the work performed must be reported by the Client to FITZ in writing within seven (7) calendar days after discovery. This communication should include a description of the deficiency that is as detailed as possible in order to enable FITZ to respond appropriately. The Client is obliged to give FITZ the opportunity to remedy the shortcoming.

Additional terms and conditions BPO & Services

Article 24. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **BPO & Service:** the service that follows from the Agreement on the basis of which the management and/or the daily execution of one or more administrative processes is outsourced to FITZ.
2. **Employees involved:** the employees working for the Client who, in accordance with Article 7:662 et seq. of the Dutch Civil Code, transfer to FITZ by operation of law if FITZ takes over a company from the Client that can be qualified as an independent business unit.

Article 25. Amendment of the Agreement

1. In view of the quality of the work in question, FITZ may change the scope and content of the agreed work. If this results in adjustments to procedures or the provision of new or different data by or on behalf of Client, FITZ will inform Client of this in writing as soon as possible.
2. The Client may make changes to the work assigned to FITZ during the term of the Agreement. If there are costs involved, these can be charged by FITZ. The effective date for any changes will be agreed between the parties for each change.

Article 26. Inaccuracies in the service

1. FITZ is not liable to the Client if the Client does not report any inaccuracies within 2 calendar months after delivery.

Article 27. Transfer of undertaking

1. This article only applies if FITZ takes over a company that qualifies as an independent business unit from the Client.
2. The Agreement will contain all details of the Employees Concerned and their most recent terms of employment.
3. The Client guarantees that there are no other persons besides the Employees Involved, either employees of the Client or other third parties, who are fully or partially involved in the business unit to be taken over.
4. The Client indemnifies FITZ against all costs and consequences if at any time persons other than the Employees Involved present themselves who are of the opinion that they have transferred to FITZ. Such consequences are entirely at the expense and risk of the Client.
5. The Client guarantees that all amounts and compensation relating to the employment of the Employees Involved (including pension premiums) up to the date of the transfer of the undertaking in question have been paid in full, or will be

paid in full. Client indemnifies FITZ against claims of Affected Employees regarding such (still due) amounts and compensations.

6. The foregoing provisions do not affect all rights and claims that FITZ has under the law or any contractual provision.

Article 28. Rates

1. Unless otherwise agreed in the Agreement, the activities of FITZ will be invoiced to the Client on an advance basis on a monthly or semi-annual basis.
2. Contrary to Article 3 paragraph 9 of the general part of the General Terms and Conditions, FITZ can index the rates for BPO & Service annually in accordance with the CBS (Service prices; commercial services and transport, index 2015=100, DPI:N), using the index figure for the month of October.
3. In addition to paragraph 2 of this article, FITZ may adjust its rates if it believes that this is justified in view of the market situation, provided that this price adjustment is communicated to the Client in writing and is substantiated. If the Client has not objected to this in writing (the "Objection") within 14 (fourteen) calendar days of receipt of the announced price adjustment, the price adjustment will take effect one month after notification.
4. If the parties do not succeed in agreeing on new rates within 30 (thirty) calendar days of receipt of the Objection, the Client will be entitled to terminate the Agreement (in writing) by the end of the then current calendar year, provided that a notice period of at least 3 (three) months will then be observed.

Article 29. Duration and termination

1. Unless otherwise agreed in the Agreement, the Agreement is entered into for a period of 3 (three) years, after which the Agreement is tacitly extended by 3 (three) years, unless a Party terminates the Agreement in writing no later than 3 (three) months before the end of the current period.
2. In the event of termination of the Agreement, FITZ will ensure that the files handled by it are properly transferred to Client (or a party appointed by Client). FITZ is entitled to charge costs for the activities associated with the proper transfer to the Client (or a party appointed by the Client). FITZ is entitled to demand security for payment of these costs, for example by requiring that they be paid (in whole or in part) before the transfer.

Additional terms and conditions Digital Solutions

Article 30. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Digital Solutions Software:** Digital custom tools and/or Robotic Process Automation that is granted to Client as a license for the duration of the Agreement to make administrative processes more efficient and reliable.
2. **Robotics Process Automation (RPA):** the automated execution of repetitive, structured, common business processes by means of scripts, replacing part of the work that an employee performs.
3. **Management Agreement:** the agreement that is an inseparable part of the License Agreement and/or the Development Agreement in which the Parties lay down agreements about the support to be provided by FITZ to the Client when using the Digital Solutions Software and the maintenance of the Digital Solutions Software. This also sets out the service levels. Where the general part of these General Terms and Conditions refers to 'Agreement', this also applies to the management agreement.
4. **Development Agreement:** the agreement in which the Parties have made agreements about the Digital Solutions Software that FITZ develops specifically for the Client and licenses to the Client. Where the general part of these General Terms and Conditions refers to 'Agreement', this also applies to the development agreement.
5. **License Agreement:** the agreement in which the Parties have made agreements about the Digital Solutions Software that FITZ licenses to the Client. Where the general part of these General Terms and Conditions refers to 'Agreement', this also applies to the license agreement.
6. **Documentation:** the information that contains a description of the operation of the Digital Solutions Software and associated system specifications.
7. **Error:** A defect in the Digital Solutions Software that results in it not functioning in accordance with the specifications, and the output of the Digital Solutions Software cannot be delivered correctly.
8. **License fee:** the fee that the Client must pay to FITZ for the use of the Digital Solutions Software.
9. **New Version:** a successor version of the Digital Solutions Software with predominantly new or changed functionalities, whether or not released under a different name.
10. **Update:** a new release of the Digital Solutions Software, in which previously known Errors have been removed and/or a limited improvement or expansion of the existing functionality(s) has taken place.

Article 31. License agreement

1. FITZ grants the Client a license to the Digital Solutions Software that the Client may use within its own organization during the agreed term in return for payment of the License Fee.
2. The License Fee and any other fees payable and the billing schedule are further specified in the License Agreement (or an appendix thereto).
3. FITZ will make the Digital Solutions Software available no later than 7 days after receipt of the agreed License Fee.
4. The client then carries out a limited acceptance test. If Client determines that the Digital Solutions Software functions in accordance with the Documentation, Client will notify FITZ in writing that the Digital Solutions Software has been accepted. If the Client has not informed FITZ within 14 days of the provision of the Software, the Client will be deemed to have accepted the Digital Solutions Software.
5. If FITZ releases a New Version, it will also be offered to the Client. If the Client accepts this offer, the agreements already made will apply to the New Version.
6. The risk of loss or damage to the Digital Solutions Software or other items and/or information files used by means of a license shall pass to the Client at the time the license is made available to the Client or an auxiliary person used by the Client.

Article 32. Term and Termination of License Agreement

1. The License Agreement is effective on the effective date specified in the License Agreement (or any annex thereto) and is entered into for a period of 1 year.
2. The term shall be tacitly extended by a period of 1 year, unless the other Party terminates the License Agreement in writing no later than 3 months prior to the date of renewal.
3. If the License Agreement ends for any reason, Client will cease using the Digital Solutions Software as of the termination date and return (all copies of) the Digital Solutions Software and Documentation immediately to FITZ, or Client will demonstrably remove this from its systems.

Article 33. Management agreement

1. Client can agree on a Management Agreement for the Digital Solutions Software with FITZ and will become part of the License Agreement and/or Development Agreement as an appendix.

Article 34. Conditions

1. Client is permitted to load, display, execute or store the Digital Solutions Software, insofar as this corresponds to the intended use of the Digital Solutions Software.
2. The Client is entitled to keep or make back-up copies of the Digital Solutions Software for temporary use or for security.
3. The license to the Digital Solutions Software has the following restrictions:

- a. the Client is not permitted to give the Digital Solutions Software and the Documentation to third parties or to use them for the benefit of third parties;
 - b. the Client is not permitted to change or modify the Digital Solutions Software and the Documentation;
 - c. the Client is only permitted to use the Digital Solutions Software and Documentation for internal use. Further publication and/or reproduction of the Digital Solutions Software and/or Documentation is not permitted;
 - d. Client is not permitted to reconstruct the source code of the Digital Solutions Software by means of reverse engineering. If Client needs information to achieve interoperability of the Digital Solutions Software with computer software of Client itself or third parties, Client will request FITZ in writing and with reasons. FITZ will then inform the Client within a reasonable period of time whether the Client can obtain the requested information and the conditions under which it is provided;
 - e. Client is not permitted to remove any indication regarding copyrights, trademarks, trade names or other rights of (intellectual) property from the Digital Solutions Software and/or the Documentation.
4. FITZ is entitled to investigate whether Client uses the Digital Solutions Software in a manner that is in accordance with the applicable terms and conditions. The Client undertakes to cooperate with such an investigation.

Article 35. Guarantee

1. FITZ guarantees that the Digital Solutions Software can function in accordance with the Documentation for 6 months after its provision under normal use.
2. During the warranty period, the Client is entitled to rectification of Errors free of charge. Restoration can also take place by means of a problem avoidance restriction or by providing an Update. Repair will take place as soon as possible.
3. The warranty in this article expires if and insofar as FITZ demonstrates that the Errors in question have arisen as a result of error repair, maintenance or changes carried out by or on behalf of the Client.

Article 36. Source

1. At the request of the Client, FITZ will make an arrangement under the usual conditions in the industry whereby the source code of the Digital Solutions Software is deposited with an independent custodian. This custodian issues the source code if FITZ goes bankrupt. The costs for this deposit will be borne by the Client.

Additional terms and conditions Improvement Center

Article 37. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Improvement Center:** the physical location at the FITZ head office where Consultants solve functional management issues for the Client on the basis of the agreed Management Agreement. In addition to software knowledge, these Consultants have extensive knowledge in the field of payroll and process optimization.
2. **Management Agreement:** the agreement in which the Parties lay down agreements about the requested support from the Client of the Improvement Center. This also sets out the service levels depending on the service package to be purchased. Where part 1 of these General Terms and Conditions refers to 'Agreement', it also applies to the Management Agreement.

Article 38. Services Improvement Center

1. FITZ strives to provide the Client with an estimate of the number of hours that the Improvement Center needs to solve/set up the issue on the same day of the request.
2. If the work of a request for advice from the Client is estimated to be more than 4 hours, the request is considered to be a Consultancy and a Consultant can come to the Client's location at a Rate to be agreed upon that depends on the issue.
3. Every month, the Client receives a report with how many hours have been purchased and what they have been spent on. Unused hours at the end of the year will be cancelled.
4. An estimate of hours is made in the quotation. The quotation is an inseparable part of the Management Agreement. The time estimate is made as concrete as possible with the information that is available. This remains an estimate at all times, which means that the actual hours may deviate. In the event of a significant deviation or extension of the agreements, the Parties will enter into consultation.

Article 39. Term and termination

1. The Management Agreement enters into force on the effective date specified in the Management Agreement (or an appendix to it) and is entered into for a period of 1 year.
2. The term is tacitly extended by a period of 1 year at a time, unless the other Party terminates the Management Agreement in writing no later than 3 months prior to the date of renewal.

Article 40. Rates and invoicing conditions

1. Invoicing takes place annually in advance.

-
2. If applicable, invoicing of the work on the basis of Consultancy will take place weekly afterwards on the basis of subsequent calculation in accordance with the provisions of the part of the General Terms and Conditions about Consultancy.

Additional terms and conditions for recruitment and selection

Article 41. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Employment contract:** the employment contract pursuant to Article 7:610 of the Dutch Civil Code between the Candidate and the Client.
2. **Candidate:** the natural person recruited and selected by FITZ on behalf of the Client on the basis of the Engagement Confirmation.
3. **Engagement Confirmation:** the contract for services between the Client and FITZ on the basis of which FITZ Recruitment & Selection Services is performed.
4. **Gross Annual Income:** the annual salary agreed between the Candidate and the Client, converted into a working week of 40 hours (even if the Candidate works for fewer hours) including holiday pay.
5. **Fee:** the fee agreed in the Assignment Confirmation as a percentage of the Gross Annual Income per Candidate, which Client owes to FITZ as soon as Client enters into an Employment Contract or other type of agreement with the Candidate, directly or through or through third parties.
6. **Recruitment & Selection Services:** the services of FITZ in which it endeavors to recruit and select one or more Candidates for the Client with the aim of concluding an Employment Contract between the Client (including a company affiliated with its affiliate) and the Candidate.

Article 42. Implementation of Recruitment & Selection Services

1. FITZ will use its knowledge of the labour market to find a suitable Candidate in accordance with the Engagement Confirmation. FITZ will make every effort to nominate one or more Candidates to Client, but cannot give any guarantee with regard to the suitability of the nominated Candidate. If no suitable Candidate is found or if a suitable Candidate has accepted another offer in the meantime, FITZ is not obliged to compensate any damage to Client.
2. Despite the fact that FITZ takes all due care during the Recruitment & Selection Services, this does not relieve the Client of its obligation to investigate. Before entering into an Employment Contract with the Candidate, the Client must form an independent opinion about the suitability of the proposed Candidate.
3. The parties will keep each other informed of progress and developments regarding a Candidate within short periods of time.

Article 43. Exclusiveness

1. If it has been agreed between the Parties that FITZ has the exclusive right to recruit

Candidates, then candidates from the Client's network and/or through the Client's own recruitment channels will be offered to FITZ and will be included in the selection procedure under the Engagement Confirmation.

Article 44. Fairy

1. The Fee is due as soon as the Client enters into an Employment Contract or other type of agreement with the Candidate, either directly or through or through third parties.
2. Agreed additional expenses incurred by FITZ in addition to the Fee will be invoiced in accordance with the agreement in the Engagement Confirmation. In the absence of invoicing agreements, these expenses will be charged to the Client on a monthly basis.
3. If the Client withdraws the assignment following the Assignment Confirmation, puts it on hold for a long time, does not continue it or changes essential characteristics thereof, costs already due, such as the travel and accommodation costs of the Candidate and/or publicity and advertising costs, will be charged to the Client. Modification of essential characteristics of a contract is understood to mean the modification of elements of the contract awarded to FITZ in such a way that, in FITZ's opinion, a new contract has been created.
4. If an Employment Contract or other type of agreement is indirectly or directly concluded between the Candidate and the Client within 12 months of the nomination, introduction or refusal of the Candidate, the Client will owe the Fee. If the Parties have not determined a Fee in advance, the fee will be calculated at the reasonable discretion of FITZ on the basis of the information known to FITZ and its then applicable rates.

Additional terms and conditions Training

Article 45. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Participant:** a participant who participates in a Training Program on behalf of the Client.
2. **Training Path:** one or more training courses that FITZ offers to one or more Participants. This includes classroom training, on-site training, e-learning, webinars and seminars.

Article 46. Services

1. FITZ offers its clients Training Programs for the benefit of its Participants. The client acknowledges that FITZ is not a training institute.
2. The content, duration, purpose and costs of a Training Program are set out in the Agreement provided for this purpose.
3. Training sessions are held subject to sufficient participation, at the reasonable discretion of FITZ. If a Training Program cannot take place due to insufficient Participants, the already registered Participants will be informed in writing no later than one week before the start of the program, and FITZ will set an alternative date.
4. Upon the successful completion of a Training Pathway by a Participant, FITZ will provide the relevant Participant with proof of participation.
5. A Participant is responsible for the preparation for a Training Path, including the necessary technical preparations for an online training. If a Participant has not made the necessary technical preparations at the start of an online training, the Participant will not be able to participate in the training and no right of refund applies.

Article 47. Invoicing conditions

1. Unless otherwise agreed, FITZ will invoice the fee for a Training Program in advance. Costs incurred by FITZ with third parties for the purpose of the Training Program, including any costs for the rental of an external location, use of facilities and catering costs, will be invoiced separately to the Client.

Article 48. Modification or cancellation by FITZ

1. FITZ reserves the right to make changes to training content, dates, location and any other training specifications or to cancel a Training Program or part of it (for example due to illness of a trainer) in necessary cases.

2. In the event of cancellation by FITZ of a Training Program or part thereof, FITZ will inform the Client in advance, and the Parties will make every effort to find an alternative. If the Parties cannot find an alternative, FITZ will not charge any costs for the Training Program or the relevant part thereof and the Client is entitled to a refund of the amounts already paid for it. In the event that the Parties do not find an alternative for a part of a Training Program, the Client is only entitled to a refund of that part and not of the entire Training Program.

Article 49. Cancellation by the Client or participant(s)

1. Client can cancel a Training Program free of charge up to 4 weeks before the start of the Training Program, or if earlier the opening of the learning environment, by confirming this in writing to FITZ. In that case, FITZ will not charge any costs for the Training Track. Any costs already incurred by third parties will be charged separately to Client.
2. In case of cancellation by Client of a Training Trajectory within 4 weeks before the start of the Training Trajectory, or if earlier the opening of the learning environment, or during the trajectory itself, FITZ will charge the full costs thereof to Client.
3. If a Participant does not attend a Training Pathway or part thereof, this will not result in any refund or right to make up the Training Pathway or part thereof free of charge.

Article 50. Copyright and usage rights

1. All training materials and additional documentation that FITZ provides or makes available in connection with any Training Journey is copyrighted and may not be reproduced, provided to third parties or disclosed in any form without the express written permission of FITZ. A Participant is permitted to retain a single copy of the training materials for their own use. The Client and Participants are not permitted to reproduce the material or parts thereof, to make it available to third parties and/or to use it in any other way than agreed. The Client will take reasonable security measures to prevent it from violating the aforementioned obligations, and it will ensure that the Participants also make efforts to do so.
2. The Participant is granted a non-exclusive, non-transferable right to use the software products that may be used during the Training Path. This right of use ends at the end of the Training Path. The participant is not permitted to reproduce and/or make available to third parties the said software products or parts thereof.

Additional conditions for the use of self-employed persons

Article 51. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Agreement:** the contract for services between the Client and FITZ on the basis of which the Client wants to be supported by a self-employed person through FITZ in performing work for the Client. This includes the start date, end date, the description of the assignment, invoicing conditions, (premature) termination, the name and other details of the self-employed person, the description of the work and the rate.
2. **Self-employed person:** an expert who performs his work as a self-employed person without personnel (whether or not through a sole proprietorship or a company) with the Client on the basis of a contract for services between the self-employed person and FITZ. The self-employed person performs work without the direction and supervision of the Client or of FITZ.

Article 52. Execution of the Agreement

1. The Client acknowledges that the self-employed person employed by FITZ is not employed by FITZ.
2. The self-employed person is completely independent in carrying out the agreed work and performs the agreed work at his own discretion and without supervision or direction from the Client or FITZ. The Client hereby acknowledges that FITZ is not responsible or responsible for the result of the work to be carried out in the context of the assignment. The Client will refrain from any instructions that detract from the independent position of the self-employed person. The Client can, however, give directions and instructions regarding the result of the assignment.
3. The self-employed person organizes his work independently. However, insofar as this is necessary for the execution of the assignment, coordination with the Client will take place in the event of cooperation with others, so that this will run optimally. If necessary for the work, the Client can request that the self-employed person comply with the working hours at the Client.
4. The Client shall provide the self-employed person with all authority and information necessary for the proper execution of the Assignment.
5. In the event that Client's tools are necessary for the execution of the Assignment, Client will notify FITZ in advance, after which any associated costs can only be charged to FITZ, who will charge this to the self-employed person.
6. The Client indemnifies FITZ against all possible due and payable claims of the Tax and Customs Administration, by whatever name and based on whatever point of view, for the withholding and/or payment of payroll taxes, in connection with the work performed by a self-employed person under the Agreement.

Article 53. Takeover of a self-employed person/non-solicitation clause

1. Without the written, prior consent of FITZ, Client is not permitted to take over a self-employed person during the term of the Agreement and for twelve (12) months after its termination, unless explicitly agreed otherwise in these General Terms and Conditions. The Client shall at all times inform FITZ in writing of its intention to take over a self-employed person and before the Client discusses this intention with the self-employed person.
2. FITZ cannot oblige a self-employed person to be taken over by the Client, unless this has been explicitly agreed with the self-employed person and FITZ.
3. For the purposes of this article, 'Client' is also understood to mean a potential Client.
4. For the purposes of this article, 'takeover of a self-employed person' means:
 - a. the direct conclusion of an employment contract, a contract for work and/or a contract for services with a self-employed person by the Client or a third party belonging to the group with the Client within the meaning of Article 2:24b of the Dutch Civil Code; and
 - b. the use of the self-employed person in question through someone other than FITZ;
5. For the purposes of this article, 'self-employed person' also means:
 - a. the (prospective) self-employed person engaged by FITZ;
 - b. the (prospective) self-employed person who has been introduced to the Client in the twelve (12) months prior to entering into the contractual relationship with the Client; and
 - c. the self-employed person whose commitment under the Agreement has ended in the twelve (12) months prior to entering into the contractual relationship with the Client.
6. If FITZ grants permission to the Client in accordance with paragraph 1 of this article, the Client will owe FITZ an immediately payable fee amounting to at least the agreed rate in the Agreement multiplied by 156 hours per month that the Agreement continues in the event of a current Agreement. If the Agreement has ended, or the remaining term is less than 3 months, the aforementioned compensation will be calculated on the basis of a minimum of 3 months.
7. If Client violates the provisions of this article, it will forfeit to FITZ an immediately due and payable compensation of EUR 60,000 per self-employed person, plus EUR 2,500 for each day that this violation continues, without prejudice to the right of FITZ to claim compensation and/or compliance with the obligation in question.
8. Client owes an immediately payable fee of € 25,000,-, if Client and a self-employed person directly enter into an employment relationship or another type of contractual relationship, within twelve (12) months after the contact between Client and the self-employed person has been established via FITZ (for example, because the self-employed person has been introduced to the Client by FITZ) and no agreement has been concluded between FITZ and the Client, including the self-employed person working at Client. This compensation is without prejudice to the right of FITZ to claim compensation in addition.

9. As joint and several debtor, the Client guarantees that all companies affiliated with it will also comply with the provisions of the previous paragraphs.

Additional Terms and Conditions for Participation in Events

Article 54. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless expressly deviated from below:

1. **Participant:** a participant who participates in an Event with a valid admission ticket – whether or not through or on behalf of his organization.
2. **Event:** an event organized by or on behalf of FITZ as further explained on the Events Page.
3. **Events page:** the specific webpage with further information on www.fitz.nl.

Article 55. Payment, Cancellation and Refunds

1. If there are any costs associated with participating in an Event, these will be stated on the Event page.
2. Payment can be made via the Event Page and can be made as a private individual or as an organization. Payment must be made no later than 14 days before the date of the Event.
3. Participants can cancel their participation up to 14 days before the date of the Event for a full refund. In case of cancellation after 14 days before the date of the Event, there is no right to a refund.
4. Participants may appoint a replacement in the event that the Participant is unable to attend. This must be reported by e-mail to the organization of the Event. The contact details of the organization will be provided on the Event page and in the registration confirmation email of the original Participant.
5. If the maximum number of participants is registered at an Event, a Participant can be placed on a waiting list. In the case of waiting list placement, the Participant does not have to pay for participation in the Event. The Participant can be approached for participation no later than 4 hours before the start of the Event. If the Participant then participates in the Event, the payment must be made within 14 days.

Article 56. Registration and access

1. The Event Page describes the target group for which the Event is intended.
2. Participants must register in advance via the Event page. The number of available places is limited. Depending on the Event, it may be possible to register on the waiting list. The Participant can be approached for participation no later than 4 hours before the start of the Event.
3. It is only possible to enter the Event with a valid admission ticket. The admission ticket is only valid on the day of the Event.

Article 57. Liability

1. It is possible that the Participant will not be able to participate in all the workshops announced during the Event. FITZ is not responsible for any

disappointment or expectations of Participants. Because parts of an Event are controlled by different techniques, it is possible that a delay occurs due to a malfunction in the technology. FITZ does not refund the costs of participation in the event of any delay or cancellation of announced workshops.

2. Participation in an Event is at your own risk. FITZ or the organization that has engaged FITZ for the Event are not liable for damage, injury or loss of personal belongings incurred by Participants during the Event, unless there is intent or deliberate recklessness on the part of FITZ.
3. Participants are advised to take out personal accident and liability insurance.
4. FITZ strives for the safest possible environment during an Event. In the unfortunate event that a Participant is confronted with an unsafe situation or notices damage, the Participant is requested to report this to one of the employees of FITZ as soon as possible, even before the Participant leaves the Event. It is also possible that a Participant unintentionally causes damage himself. In this case, too, the Participant is requested to report this in the same way

Article 58. Conduct

1. Participants are expected to behave respectfully and professionally. FITZ reserves the right at all times to refuse access to Participants at its own discretion, for example if they are under the influence of alcohol or narcotics or if they otherwise (threaten to) disturb the peace. Undesirable behavior may result in exclusion from the Event without the right to a refund.
2. Smoking is not allowed at the Event. Outdoor smoking is allowed in the designated areas.

Article 59. Alterations

1. FITZ reserves the right to change the program, speakers, or location of the Event. Participants will be informed of this in good time.
2. FITZ reserves the right to move or cancel the Event in time. In the event of rescheduling of the Event, the purchased admission ticket will remain valid. If a Participant is no longer able to visit the Event due to a changed date, FITZ will ensure that the Participant receives the costs paid for the admission ticket again in a manner that depends on the payment method by the Participant.
3. In the event of definitive cancellation of the Event, the amount of the admission ticket will also be refunded in a manner that depends on the payment method by the Participant.
4. FITZ reserves the right to cancel or change (parts of) the Event in whole or in part in the event of force majeure (including but not limited to adverse weather conditions). Unless FITZ stipulates otherwise in the specific case, a Participant cannot claim a refund of the paid admission ticket.

Article 60. Privacy

1. Personal data of Participants is collected and stored in accordance with the GDPR. This data is used to organize the Event and to send the newsletter. A

Participant can unsubscribe from this newsletter at any time at a later date.

Article 61. Photos and Media

1. By participating in the Event, the Participant agrees that FITZ may capture photos, videos and other content of the Event, which may be used by or on behalf of FITZ for promotional and marketing purposes.
2. The Participant is aware and agrees that FITZ may, without additional approval from the Participant, use the captured content in any form for the promotion of FITZ and the Event, both online and offline, worldwide and for an unlimited period of time. The Participant unconditionally guarantees, to the extent legally possible, that all rights thereto will be transferred to FITZ, including copyrights, portrait rights and personality rights, and waives his portrait rights and personality rights, which he may assert on the said content. FITZ does not owe any monetary compensation for this.
3. The Participant may submit a request to FITZ to stop the use of its images if their use is unreasonable or harmful to the Participant. In this case, FITZ will make every effort to prevent the images from being used in future digital and print publications, but cannot guarantee that they will no longer appear in publications already distributed.
4. The Participant is permitted to take photographs during the Event for private use, unless otherwise indicated by FITZ at the entrance to the Event, on the Event page or elsewhere. Publication of reference works provided during or after the Event is prohibited, unless FITZ has given prior written permission.

