



AKIRA ENERGY

GENERAL TERMS AND CONDITIONS AKIRA ENERGY

version October 2024

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Chapter 1 General provisions

Preamble

Akira is involved in the deployment and secondment of professionals within the energy sector, such as the oil and gas industry, petrochemicals, geothermal energy, and wind energy at onshore and offshore locations. These professionals work under the direction and supervision of the Client.

- Akira Energy B.V., registered with the Chamber of Commerce under number 93191022

These general terms and conditions have been drawn up to clarify the rights and obligations of the parties with regard to the services to be performed and purchased under the Agreement related to Akira Group B.V. and/or affiliated legal entities, hereinafter referred to as Akira.

Article 1 Definitions

- a. **'Agreement'** is the agreement between Akira and the Client;
- b. **'Akira'** is the private limited company Akira Energy B.V. with its registered office and principal place of business in Alkmaar at Koelmalaan 350 (1812 PS) and registered with the Chamber of Commerce under number 93191022, as well as its affiliated companies;
- c. **'Change order'** is an adjustment and/or addition and/or extension of the service.
- d. **'Rate'** the amount per time unit that the Client owes Akira for the provision of the Temporary Worker. It includes labour costs, such as wage costs, payroll tax and social security contributions, as well as a margin for Akira's services;
- e. **'Secondment Agreement'** is the Temporary Employment Agreement that does not include a temporary employment clause, and where the Temporary Worker is often specialist trained and where the Agreement is entered into with the Client with a view to long-term deployment.
- f. **'Temporary employment clause'** is the stipulation in the Temporary Employment Contract, as referred to in article 7:691 paragraph 2 of the Dutch Civil Code, which provides that the temporary employment contract ends by operation of law when the secondment ends at the request of the Client.
- g. **'Client'** any natural or legal person who uses the services of Akira in the capacity of a job placement company;
- h. **'Client'** is any natural or legal person with whom Akira enters into an assignment or other agreement, or to whom Akira makes an offer in the context of the conduct of Akira's business;
- i. **'General terms and conditions'** are the present General Terms and Conditions Akira October 2024
- j. **'Job Placement Agency'** is Akira insofar as it helps employers, jobseekers, or both, in the conclusion of employment contracts;
- k. **'Job Placement Agreement'** the Agreement between Akira and a Client and/or a jobseeker to provide the services referred to in paragraph j;
- l. **'Temporary Employment Agreement'** is the employment agreement between the Temporary Worker and Akira on the basis of which the Temporary Worker is made available to the Client to perform work under the direction and supervision of that Client pursuant to and through this Agreement concluded with Akira;
- m. **'Temporary worker'** is any natural person who is made available to the Client by, or in the case of a Job Placement Agreement via, Akira to perform work under the leadership and supervision of the Client;

Where reference is made in these general terms and conditions to Temporary workers, this means: male and female Temporary workers. Where reference is made to him and/or he, it is meant: him/her or he/she, Mutatis Mutandis.

Article 2 Applicability

- a. The present general terms and conditions apply to all offers made by Akira, Agreements concluded and the actual and legal acts performed for the implementation of this, where it concerns the provision of Temporary workers and job placement. A copy of these conditions can be downloaded free of charge from the website: [\[Click here\]](#) and will also be sent free of charge on first request. The applicability of any other terms and conditions is hereby expressly rejected.
- b. If at any time one or more provisions in these general terms and conditions are wholly or partially void or nullified, the other provisions referred to in these general terms and conditions will remain in full force and effect. In such a case, the parties will consult to agree on new provisions to replace the void or nullified provisions, whereby the aim and intent of the original provisions will be pursued as much as possible.

- c. The general terms and conditions consist of Chapter 1, containing the general provisions and Chapters 2 and 3, containing the special provisions for the provision of Temporary workers and for job placement respectively. The general part applies to all offers made by Akira, Agreements concluded, and acts of fact and law. If the offers or the concluded Agreements, factual and legal acts also or exclusively include:
 - The provision of Temporary workers, then, in addition to the general provisions, the special provisions of Chapter 2 apply;
 - Job placement, then, in addition to the general provisions, the special provisions from Chapter 3 apply;
- d. In the event of a conflict between the general provisions and the special provisions, then the special provisions of the applicable chapter 2 and/or 3 will prevail. In the event of a conflict between the conditions as set out in the Agreement and these general terms and conditions, the conditions as set out in the Agreement will prevail.
- e. The Client with whom a contract has once been concluded on these general terms and conditions is deemed to tacitly agree to the applicability of these terms and conditions to any and all Agreements concluded with Akira at a later date.
- f. Akira has the right to change these terms and conditions. Akira will inform the Client thereof in writing. In that case, the Client has the right to make a complaint within one month of this notification. If there is no response within a month, the change will be qualified as accepted and therefore irrevocable. The amended terms and conditions then also apply to Agreements already concluded and subsequent Agreements.
- g. These Conditions have been translated into English. In the event of disputes of any nature regarding the interpretation of these Conditions, the Dutch version shall prevail.

Article 3 Conclusion of the Agreement

- a. All offers, regardless of the way in which they are made, are without obligation.
- b. An offer made by Akira is valid up to 30 days after the date of the offer.
- c. The Agreement is concluded by written acceptance of the Client or because Akira actually makes Temporary workers available to the Client, or another statement from the Client shows that the Agreement has been concluded.
- d. A Job Placement Agreement is concluded immediately as soon as an employment contract under civil law or an appointment in the case of a civil servant is concluded between the Temporary Worker and the Client. Article 3 paragraph c, the last sentence also applies.
- e. The specific conditions under which the Temporary Worker is made available to the Client by Akira are included in the Agreement.
- f. An amendment or supplement to the Agreement will only take effect after it has been confirmed in writing by Akira.

Article 4 Billing method

- a. Unless otherwise agreed, Akira's invoices are based on the time sheets completed and approved by the Client, as well as the Rate and any additional surcharges and (expense) costs.
- b. The Client is responsible for the correct, timely and complete completion and approval of the time sheets. The approval takes place via (digital) signing of the time sheet, unless otherwise agreed.
- c. Unless otherwise agreed in writing, the timesheet provided by the Client must be submitted every Monday before 12:00 PM. However, for offshore work, the timesheet must be submitted within 24 hours after the end of the rotation.
- d. In the event of a difference between the time sheets submitted to Akira and the data supplied by the Client, the time sheets submitted to Akira will be deemed correct, unless the Client demonstrates the contrary.
- e. If the Temporary Worker disputes the data in the time sheets, Akira can invoice the number of hours worked and other costs as stated by the Temporary Worker, unless the Client demonstrates that the aforementioned time sheets are correct.
- f. If the Client does not comply with the provisions of paragraphs b and c of this article, Akira may decide to invoice the Client on the basis of the facts and circumstances known to it. Akira will not do this, before a reasonable consultation has taken place with the Client.
- g. If, after the Temporary Worker has appeared at the workplace, the Client makes use of his labour for less than three hours, the Client is obliged to pay the Rate for at least three hours per call if:
 - of the agreed scope of work is less than 15 hours per week and the working hours are not fixed; or
 - the Client has not or not unambiguously recorded the scope of the work.
- h. Only if Akira has a G-account can the Client request to enter into consultation about the possibility that the Client deposits a percentage of the invoiced amount into the relevant account, as well as about the level of the percentage. The aforementioned option can only be used if Agreement has been reached.

- i. At Akira's first request, the Client will provide Akira with written authorization to debit the invoice amounts from the Client's bank account by direct debit within the agreed term. The parties will use a SEPA authorization form for this.
- j. In the event of a changed order, Akira will charge the Client additionally the costs of all changes, additions and/or extensions of or to the Agreement as a result of a Change Order. In the absence of unit prices or if the specific unit prices do not apply to the Change Order, the compensation will be determined in reasonableness and fairness.

Article 5 Terms of payment

- a. Unless otherwise agreed in writing, the Client will ensure that Akira's invoices are paid without any deduction, discount or settlement within 30 days of the invoice date. Payments must be made to an IBAN account number designated by Akira.
- b. Akira is entitled to send partial invoices.
- c. Upon termination of the Agreement, Akira will prepare its final invoice. The provisions referred to in this article apply in full.
- d. If the costs incurred have not led to the desired result, this will not lead to credit, or at least does not release the Client from its payment obligation towards Akira.
- e. Only direct payments to Akira will fully discharge the Client from its obligation.
- f. Direct payment, or the provision of advances by the Client to the Temporary Worker, is not permitted, regardless of the reason or the way in which this is done. Such payments and provisions do not bind Akira and do not constitute grounds for any debt repayment or settlement.
- g. If the Client disputes an invoice, this will be communicated in writing by the Client to Akira within eight days after the date of dispatch of the invoice concerned, failing which the invoice will be definitively accepted without protest.
- h. In no case does a dispute of the invoice suspend the payment obligation of the Client.
- i. In the event of non-payment within the period specified in Article 5, paragraph a, the Client shall be automatically in default, and Akira shall have all rights and remedies available as a result thereof. In such case, the Client shall owe a late payment interest from the date of default in accordance with the commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code.
- j. All costs, both in and out of court, including the costs of legal assistance, which Akira has to incur as a result of the Client's failure to fulfil its payment obligations, are at the expense of the Client. The extrajudicial collection costs of Akira, to be calculated on the amount to be collected, are set at 15% of the principal sum of the invoice and with a minimum of €500.00 per invoice.
- k. If the Agreement has been entered into with more than one Client, all Clients are jointly and severally liable for the obligations under this article, regardless of the name on the invoice.
- l. If - in the opinion of Akira - the financial position and/or payment behaviour of the Client give reason to do so, the Client is obliged at Akira's first written request:
 - to issue an authorization for direct debit as referred to in Article 4 paragraph i of these terms and conditions; and/or
 - to provide an advance; and/or
 - provide adequate security for the fulfilment of the obligations towards Akira, for example by means of a bank guarantee.
- m. The size of the requested security and/or the requested advance will be in proportion to the size of the relevant obligations of the Client.
- n. If the Client does not comply with a request from Akira as referred to in the previous paragraph, or if a collection fails, the Client will be in default by operation of law without a notice of default being required.
- o. If the Client is in default, Akira is entitled to suspend the performance of its obligations under the Agreement or to terminate the Agreement immediately in whole or in part, without Akira owing any compensation to the Client. All claims of Akira become immediately due and payable as a result of the termination.
- p. The Client already now grants Akira an irrevocable and unconditional pledge on all its assets and receivables it has against third parties, as security for all of Akira's outstanding receivables against the Client, whether or not in the future, including claims.

Article 6 Information and data

- a. The Client is obliged to provide all data, not limited to information, knowledge and changes, which Akira indicates are necessary, or which the Client should reasonably understand to be necessary for the correct execution of the Agreement, in full, upon first request, and at least in good time, to Akira. The foregoing also applies if the data comes from third parties.
- b. The Client guarantees the correctness and completeness of the aforementioned data. Akira is in no way liable in this regard.

Article 7 Dissolution

- a. If a party fails to fulfil its obligations under the Agreement, the other party - in addition to what is stipulated in the Agreement and without prejudice to Akira's other rights - is entitled to dissolve the Agreement in whole or in part by means of a registered letter. The dissolution will only take place after the defaulting party has been given written notice of default and has been given a reasonable period of time to remedy the shortcoming, and compliance has not been forthcoming.
- b. Furthermore, one party is entitled, without any reminder or notice of default being required, to dissolve the Agreement out of court in whole or in part by means of a registered letter with immediate effect if:
 - the other party applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments;
 - the other party files for its own bankruptcy or is declared bankrupt;
 - the business of the other party is liquidated;
 - the other party discontinues its current business;
 - through no fault of the one party, a substantial part of the assets of the other party is seized, or if the other party is otherwise no longer able to fulfil the obligations under the Agreement.
- c. If the Client had already received performance for the execution of the Agreement at the time of the dissolution, it can only partially dissolve the Agreement and only for that part that has not yet been performed by or on behalf of Akira.
- d. Amounts that Akira has invoiced to the Client before the dissolution in connection with what it has already performed for the implementation of the Agreement will remain unaffectedly owed by the Client to Akira and will become immediately due and payable at the time of the dissolution.

Article 8 Liability

- a. In all cases, Akira's obligations are to be qualified as an obligation of effort. Akira will act to the best of its knowledge. An obligation will only apply as an obligation of result if this has been agreed in writing.
- b. With the exception of any mandatory legal provisions, Akira is not obliged to pay any compensation for damage of any nature whatsoever, direct or indirect, which arises to the Temporary Worker, the Client or to goods or persons at or of the Client or a third party, in connection with the Agreement, including but not limited to damage that arises as a result of:
 - the provision of the Temporary Worker by Akira to the Client, even if it appears that the Temporary Worker does not meet the requirements set by the Client;
 - unilateral termination of the Temporary Employment Agreement by the Temporary Worker;
 - an act or omission of the Temporary Worker, the Client itself or a third party, including the entering into obligations by the Temporary Worker;
 - the seconding of the Temporary Worker by the Client, whether or not without written permission of Akira;
- c. If Akira should be liable for any damage, then Akira's liability is limited to a maximum of 3 times the invoice value of the order, or at least to that part of the order to which the liability relates. If the assignment continues for more than six months, the aforementioned liability is limited to an amount equal to the total amount that Akira has received from the Client in the context of the assignment in the last 3 months before the damage occurred. In any case, the liability of Akira is limited to € 1,500,000
- d. Akira is never liable for indirect damage, including, but not limited to: loss of time, consequential damage, lost profit, missed savings and damage due to business stagnation.
- e. Akira is not liable for damage, of whatever nature, arising because Akira has used incorrect and/or incomplete information provided by or on behalf of the Client.
- f. Should Akira be liable, Akira shall only be liable for direct damage. Direct damage shall mean the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have Akira's defective performance comply with the agreement, insofar as these can be attributed to Akira, and reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.
- g. The Client shall indemnify Akira against all claims from third parties and shall reimburse Akira for the costs it incurs or will incur in connection with the defence against such claims from third parties, which are related to or arise from work performed by Akira under the agreement(s) with the Client.
- h. In deviation from the statutory limitation periods, the limitation period for all claims and defences against Akira is 1 year.
- i. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Akira or its managerial subordinates.
- j. In any case, the Client must indemnify Akira against any claims from the Temporary Employee or third parties for compensation for damage as referred to in paragraph b of this article suffered by that Temporary Employee or third parties.

- k. Akira has the right at all times, if and to the extent possible, to undo any damage suffered by the Client. This also includes Akira's right to take measures that can prevent or limit any damage.

Article 9 Force majeure

- a. Force majeure is understood to mean any circumstance beyond the control of Akira, which permanently or temporarily prevents the fulfilment of the Agreement and which should be at its risk neither by law nor according to standards of reasonableness and fairness.
- b. Insofar as not already included, force majeure is in any case understood to mean: strike, company lockouts, blockades, embargoes, government measures, war, revolution and/or any equivalent situation, power failures, failures in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as major disease of an epidemiological nature that has affected Akira in any way.
- c. As soon as a force majeure situation occurs at Akira, it will notify the Client as soon as possible.
- d. In the event of force majeure on the part of Akira, its obligations under the Agreement will be suspended as long as the force majeure situation continues. However, this suspension will not apply to obligations to which the force majeure does not relate and which arose before the force majeure occurred.
- e. If the force majeure situation has lasted three months, or as soon as it has been established that the force majeure situation will last longer than three months, each of the parties is entitled to terminate the Agreement prematurely without observing any notice period.
- f. Even after such termination of the Agreement, the Client is obliged to pay Akira the fees it owes to Akira, which relate to the period before the force majeure situation.
- g. During the force majeure situation, Akira is not obliged to compensate for any damage to or from the Client, nor is it obliged to do so after termination of the Agreement as referred to in paragraph e of this Article.

Article 10 Confidentiality

- a. Akira and the Client will not provide confidential information from or about the other party, its activities and relations, which has come to their knowledge as a result of an offer or Agreement, to third parties. This unless – and then insofar as – provision of that information is necessary to be able to properly perform the Agreement, the information is already generally known at the time of provision, or they are subject to a legal obligation to disclose.
- b. At the request of the Client, Akira will oblige the Temporary Worker to maintain confidentiality with regard to all that he gains knowledge of or becomes aware of during the performance of the work, unless the Temporary Worker is legally obliged to disclose.
- c. The Client is free to directly oblige the Temporary Employee to maintain confidentiality. The Client will inform Akira of its intention to do so and provide Akira with a copy of the relevant provisions.
- d. Akira is not liable for a fine, penalty or any damage suffered by the Client as a result of violation of the duty of confidentiality by the Temporary Worker.
- e. The provisions of this article continue even after the end of the Agreement.

Article 11 Transfer of rights and obligations

- a. Akira is entitled to transfer its rights and obligations under the Agreement to a third party.
- b. Unless otherwise agreed in writing, the Client is not permitted to transfer its rights and obligations under the Agreement to a third party.

Article 12 Penalty clause

- a. If a party acts in violation of one or more provisions, as referred to in Article 10 of this agreement, the other party forfeits a fine in favour of this Party in the amount of €100,000 for each violation – and insofar as relevant – increased by an amount of €50,000 for each day that the violation continues. The fine is immediately due and payable, without a notice of default or other prior statement within the meaning of art. 6:80 BW et seq. being required. This fine is payable in the event of both an attributable and a non-attributable shortcoming and without prejudice to any other rights or claims of the other party, including in any case the right of the other party to claim full compensation. The fine is capped at €5,000,000.
- b. The provisions of this article continue even after the end of the agreement.

Article 13 Applicable law and competent court

- a. Dutch law applies to these general terms and conditions, assignments, Agreements and/or other agreements.
- b. All disputes arising from or related to a legal relationship between the parties will be adjudicated exclusively by the court within the district in which Akira is located.

Chapter 2 Special provisions for the provision of Temporary workers

Article 14 The hiring of Temporary workers

- a. The Temporary Employment Agreement is entered into between the Temporary Worker and Akira. There is no employment contract between the Client and the Temporary Worker.
- c. When Akira makes the Temporary Worker available to the Client, the Temporary Worker actually works under the direction and supervision of the Client. In doing so, the Client observes the same care as it does towards its own employees. As a formal employer, Akira has no insight into the workplace and the work to be performed, on the basis of which the Client must ensure a safe working environment, as well as direct and supervise the Temporary Worker.
- d. The Client will not in turn outsource the Temporary Worker hired by it to a third party to work under its management and supervision without Akira's written permission. A violation of this paragraph means that Akira is entitled to immediately terminate the provision of the Temporary Worker and/or the Agreement, as well as to charge the Client for all resulting or related damage. The Client will then fully indemnify Akira.

Article 15 Content and duration of the Agreement and the provision(s)

- a. The specific conditions under which the Temporary Worker is made available to the Client are included in the Agreement. The Agreement cannot be terminated as long as Temporary workers are made available to the Client.
- b. The content of the Agreement indicates whether there is a Secondment or Temporary Employment Agreement.
- c. The Client will inform Akira about the intended duration of the provision, on the basis of which Akira can determine the nature and duration of the Temporary Employment Agreement with the Temporary Worker.
- d. If the Temporary Employment Agreement provides for the agency clause, Akira, the Temporary Employee and/or the Client do not have to observe a notice period if they wish to terminate the provision prematurely, unless otherwise agreed in writing.
- e. If the Temporary Employment Agreement does not provide for the agency clause, then this is referred to as a Temporary Employment Agreement for a definite or indefinite period. In this case, the Client can only terminate the provision prematurely on the condition that the payment obligations related to the provision continue until the expiry of the agreed duration of the provision. Akira is then entitled to (continue to) charge the Rate to the Client up to the agreed duration of the provision, in accordance with the usual or expected work pattern of the Temporary Worker. This, unless Akira and the Client have agreed otherwise in writing.
- f. If the Client wishes to terminate the provision while nothing has been agreed about the duration of the provision and the Temporary Worker is working on the basis of a Temporary Employment Agreement for a definite or indefinite period, a notice period of one month applies.
- g. If the reason for the termination is a dispute with the Temporary Worker, or a conflict situation, the Client must inform Akira of this in good time. Akira will then investigate whether the dispute or conflict situation can be resolved. The Client must make every effort to prevent and resolve a dispute.
- h. In connection with the notification obligation that applies to the Temporary Worker, Akira can request the Client at least five weeks before the end of 'the Temporary Employment Agreement for a definite period of time' indicate whether it intends to continue the provision. The Client is then obliged to indicate within three days whether it wishes to continue the provision. Failure to inform Akira in a timely manner, or incorrectly or incompletely, means that the Client must fully reimburse Akira for the costs associated with the compensation pursuant to Article 7:668 of the Dutch Civil Code.

Article 16 The Rate, (hourly) remuneration and other allowances

- a. The Client owes the Rate to Akira for the provision of the Temporary Worker, unless otherwise agreed in this regard.
- b. The Rate is in direct proportion to the wages owed to the Temporary Worker.
- c. The temporary worker's wages and allowances are determined in advance of the provision and, if necessary, during the provision, and are equal to the wages and allowances granted to comparable employees, working in equal or equivalent positions, in the service of the Client (the so-called wage ratio rule).
- d. The components as referred to in Article 8 Waadi (of the Dutch Civil Law - Allocation of Workers by Intermediaries) fall under the wage ratio regulation, including the option to deviate on the basis of paragraph 3. The following applies to Temporary Employees who are bound by the ABU-CAO (Collective Labor Agreement):
 - only the applicable period wage in the scale;

- the applicable reduction in working hours. This can be compensated in time and/or money – at the discretion of Akira;
 - allowances for overtime, shifted hours, irregularity (including public holiday allowance) and shift work;
 - initial wage increase;
 - untaxed expense allowances: travel expenses, accommodation costs and other costs necessary for the performance of the position;
 - periodicals;
 - compensation for travel hours and/or travel time related to the work, unless travel hours or travel time are already regarded as hours worked;
 - the applicable one-off payment;
 - homework allowance;
 - Fixed year-end payments effective from 2023
- e. Rate changes as a result of collective labour agreement obligations and changes in or as a result of legislation and regulations such as tax and social legislation and regulations will be passed on to the Client with effect from the time of those changes and will be owed accordingly by the Client, even if these changes occur during the term of an Agreement.

Article 17 Client information obligation

- a. The Client will inform Akira in a timely manner, correctly and completely with regard to the wage components of the wage ratio regulation as referred to in Article 16, so that Akira can determine the wages of the Temporary Worker.
- b. If the wages and other allowances of the Temporary Worker cannot be determined in accordance with the wage ratio regulation, these will be determined on the basis of discussions conducted by Akira with the Client and the Temporary Worker. When determining the wage, the training level and experience of the Temporary Worker and the required capabilities that the fulfilment of that position entails are the guiding principles.
- c. Akira is entitled to correct the Rate with retroactive effect and to charge it to the Client if it appears that (one of) the components as referred to in Article 16 have been incorrectly determined.

Article 18 Civil chain liability for wages

- a. In addition to Akira, the Client is jointly and severally liable towards the Temporary Worker for the payment of the wages owed to the Temporary Worker, unless the Client demonstrates that it is not culpable for any underpayment.
- b. For the purpose of demonstrating its non-culpability, the Client must in any case inform Akira in a timely, correct and complete manner regarding the wage components of the wage ratio rule in accordance with Article 17 paragraph a.
- c. If the Client wishes to obtain further information about the employment conditions of the Temporary Employee in the context of the chain liability for wages, it will consult Akira about this.
- d. The Client shall refrain from requesting information that is not related to or correlated with the temporary worker's wages. Akira reserves the right to provide anonymized information to the Client.
- e. The Client is obliged to maintain confidentiality with regard to the information obtained with regard to the Temporary Worker.

Article 19 Entering into a (direct) employment relationship between the Client and the Temporary Worker

- a. If the Client wishes to enter into an employment contract or other employment relationship directly with a temporary worker provided or to be provided by Akira, the Client must promptly notify Akira in writing. The Client shall owe Akira a fee equivalent to 20% of the hourly rate, multiplied by 2,040 hours, minus the number of hours that the temporary worker has already worked for the Client under the current agreement. The hourly rate shall be based on the rate agreed upon in the contract. If no hourly rate has been agreed upon, the prevailing market rate shall apply.
- b. Another type of employment relationship, as referred to in this article, includes:
 - the appointment as a civil servant;
 - the assignment agreement;
 - contracting of work;
 - having the Temporary Worker made available to the Client by a third party (for example another Akira) for the same or different work.
- c. The Client will not directly enter into an employment contract with the Temporary Worker if the Temporary Worker has not legally terminated the Temporary Employment Agreement with Akira.
- d. The Client is prohibited from inducing Temporary workers to enter into an employment contract or another type of employment relationship with another company, with the intention of hiring the Temporary workers through this other company.

Article 20 Selection of Temporary workers

- a. The Temporary Worker is chosen by Akira on the one hand on the basis of his qualities and skills and on the other hand on the basis of the job requirements proposed by the Client.
- b. Requirements that are not relevant to the job, which moreover (may) lead to direct or indirect discrimination, including those related to race, religion, gender and/or disability, cannot be set by the Client. In any case, these requirements will not be honoured by Akira, unless they are set in the context of a target group policy that is permitted by law, to promote equal labour participation.
- c. If a Temporary Worker does not meet the job requirements set by the Client, the Client has the right to inform Akira within 4 hours of the start of the work. In that case, the Client is obliged to pay Akira at least the wages owed to the Temporary Worker, increased by the employer's share in the social security contributions and premiums.
- d. During the term of the Agreement, Akira is entitled to make a proposal to replace the Temporary Employee, for example if the Temporary Employee is no longer able to perform the work, or in connection with a reorganization or redeployment obligation. The Rate will then be determined again.

Article 21 Client's obligation of care and indemnification towards Akira

- a. The Client is aware and acknowledges that, according to Article 7:658 of the Dutch Civil Code and the applicable working conditions legislation, it is obliged to furnish and arrange the premises, equipment and tools in or with which the Client has the Temporary Worker perform the work in such a manner and state as is reasonably necessary to prevent the Temporary Worker from suffering damage in the performance of his work.
- b. The Client will take such measures and provide the Temporary Worker with concrete and appropriate instructions so as to prevent the Temporary Worker from suffering damage in the performance of his work.
- c. The Client is obliged to provide the Temporary Worker with sufficient, effective and appropriate Personal Protective Equipment (PPE). The Client must also ensure that PPE is used in the correct way and take measures in the event of disuse or incorrect use. If such supplies are provided by Akira, Akira is entitled to charge the associated costs to the Client. In addition to the statutory regulations, the Client must ensure that the Temporary Worker follows the (house) rules of the locations where it is located.
- d. Before the provision starts, the Client will provide the Temporary Worker and Akira with the necessary information about the required professional qualification of the Temporary Worker, as well as the Risk Assessment and Evaluation (RAE), containing the specific characteristics of the job to be filled.
- e. The Temporary Worker must be given sufficient opportunity to understand the content before the work can start.
- f. The Client is liable vis-à-vis the Temporary Worker and Akira for and consequently obliged to compensate for the damage suffered by the Temporary Worker in the performance of his work, unless the damage is to a significant extent the result of intent or wilful recklessness on the part of the Temporary Worker, all with due observance of the provisions of Article 8.
- g. If the Temporary Worker has suffered such an injury in the performance of his work that death is the result, the Client is in accordance with Article 6:108 of the Dutch Civil Code obliged to compensate for the damage to the persons referred to in that article and towards Akira, unless the damage is to a significant extent the result of intent or wilful recklessness on the part of the Temporary Worker, all with due observance of the provisions of Article 8.
- h. The Client fully indemnifies Akira against claims brought against Akira due to the Client's failure to comply with the obligations referred to in this article and will fully reimburse Akira for the related costs, including the costs for legal assistance. The Client grants Akira the authority to assign its claims referred to in this article to the directly interested party(ies).
- i. The Client guarantees that it has concluded and maintains adequate, complete and unlimited liability insurance for all liabilities and indemnities arising from the Agreement and these General Terms and Conditions during the execution of the Agreement.

Article 22 Identification and personal data

- a. At the start of the provision of a Temporary Worker, the Client establishes his/her identity on the basis of the original identity document. The Client will organize its administration in such a way that the identity of the Temporary Worker can be demonstrated.
- b. The Client will treat the personal data of Temporary workers made available to it in the context of the provision confidentially and will process it in accordance with the provisions of the General Data Protection Regulation and other relevant legislation.
- c. In the event of a data breach within the meaning of the General Data Protection Regulation, the Client is obliged to report any personal data made available to the Client by Akira to the Dutch Data Protection Authority and to Akira. If necessary, Akira will inform the person or persons concerned.

- d. Akira is not liable for, and the Client must indemnify Akira against, fines or claims that are imposed because the Client has not fulfilled its obligations as referred to in the previous paragraphs. If claims have been made against Akira due to the Client's failure to fulfil the obligations referred to in this article, the Client will fully reimburse Akira for the related damage, including the costs of legal assistance.
- e. If necessary, a processing agreement will be concluded between the Client and Akira.

Article 23 Company car and company closure

- a. If the Client intends to provide the Temporary Worker with a car, the Client will inform Akira of this immediately. The Client will only agree with the Temporary Worker in consultation with Akira that the car may be driven privately, so that Akira can take this into account in the payroll tax. If the Client fails to do so, it is obliged to compensate for the resulting damage, costs and (tax) consequences that Akira suffers and must indemnify Akira in this regard.
- b. The Client guarantees to have taken out adequate insurance and to maintain it during the execution of the Agreement, with regard to the vehicle made available to the Temporary Worker, including in any case WAM insurance (Legal liability for motor vehicles), a full Casco-insurance and an SVI (Occupant Accident Insurance). The provision of a vehicle to the Temporary Worker is entirely at the expense and risk of the Client.
- c. If a company closure or mandatory day off takes place during the provision, the Client will inform Akira about this when entering into the Agreement, so that Akira can take this into account when determining the employment conditions. If the Client fails to do so, it will owe Akira the number of hours as agreed in the Agreement during the company closure or mandatory day off, multiplied by the last applicable Rate.

Chapter 3 Special provisions for job placement

Article 24 Applicability of general provisions

- a. The purport of the provisions included in chapter 1 of these general terms and conditions apply by analogy to the Temporary Employment Agreement, mutatis mutandis to the Job Placement Agreement between Akira and the Client. Hereby the Client is the Client and the Temporary Worker is the employee, Mutatis Mutandis.

Article 25 Remuneration and content of the Job Placement Agreement

- a. The compensation owed by the Client to Akira may consist of either a fixed amount agreed in advance or a percentage agreed in advance of the full-time gross annual salary offered to the jobseeker, plus holiday allowance. In the absence of a previously established fee, the fee shall be calculated in accordance with Article 19.
- b. Unless otherwise agreed in writing, the fee referred to in paragraph a of this article is due if the employment mediation has resulted in an employment contract or other employment relationship as referred to in Article 19, paragraph b, with a job seeker selected by the Employment Agency. The fee is also due if the job seeker selected by the Employment Agency performs work for the Client in any other manner, such as through placement.
- c. The specific conditions on the basis of which Akira carries out the job placement are included in the Job Placement Agreement.
- d. Any pro memoria items (items to be determined later) will be charged based on post-calculation.

Article 26 Employment relationship between the Client and the jobseeker

- a. If, during the term of the job placement assignment or within six months after its termination, the Client itself enters into a collaboration as referred to in Article 25 paragraph b (and/or Article 19 paragraph b) with a jobseeker selected by Akira, it immediately owes Akira the agreed fee.

Article 27 Selection of the job seeker

- a. The jobseeker is selected by Akira on the one hand on the basis of the wishes provided by the Client to Akira with regard to his/her capacities and skills and information provided regarding the nature of the position and on the other hand on the basis of the qualities and skills of the job seeker known to Akira.
- b. When providing wishes and information regarding the desired candidate and the nature of the position as referred to in the previous paragraph of this article, the Client cannot set requirements that are not function-relevant. In any case, these requirements will not be honoured by Akira, unless they are set in the context of a target group policy that is permitted by law, to promote equal labour participation.