



General terms and conditions
For the provision of Services

People2.0 Netherlands

January 1, 2026

These general terms and conditions for the provision of Services ("Terms") form, by means of this reference, an integral part of the Agreement.

1 DEFINITIONS

- a. **"Agency Activities"** means the activities that will be executed by Agent for People2.0 as set forth in art. 2 of the Agency Agreement, within the meaning of art. 7:428 et seq. of the Dutch Civil Code ("DCC").
- b. **"Agreement"** means an agreement mentioned under i, ii, or iii, as drawn up by People2.0 subject to these Terms and the GT&Cs NBBU;
 - i. **Agency Agreement**" meaning the agreement between People2.0, acting as a principal, and Agent confirming the Agency Activities;
 - ii. **Hiring Agreement**" meaning the agreement between People2.0, acting as the temporary employment agency, Agent, and Hirer confirming the conditions for the provision of Personnel to perform Work at Hirer; or
 - iii. **Sublease Agreement**" meaning the agreement between People2.0, acting as the temporary employment agency, and Intermediary Agency confirming the conditions for the provision and subleasing of Personnel to perform Work at End-Client.
- c. **"Assignment Confirmation"** means the confirmation of the assignment of Personnel from People 2.0 to Hirer or Intermediary Agency to perform Work and the applicable Collective Labor Agreement ("CLA") or employment conditions at Client, subject to the relevant Agreement.
- d. **"Candidate(s)"** means every natural person recruited and introduced by Agent in the Portal on behalf of People2.0 with whom People2.0 upon that introduction may enter into a Temporary Employment Agreement.
- e. **"GT&Cs NBBU"** means the most recent version of the general terms & conditions of the NBBU which can be found [here](#) and saved for either Party's reference.
- f. **"Client(s)"** means either the
 - i. **Hirer(s)"** meaning the entity introduced by Agent in the Portal on behalf of People2.0 to which People2.0 upon that introduction may provide Services, and under who's supervision and control Personnel performs Work; and/or
 - ii. **End-Client(s)"** meaning the entity engaged by Intermediary Agency to which Intermediary Agency subleases Personnel and under who's supervision and control that Personnel performs Work.
- g. **"Hire Rate" or "Sales Factor"** means the rate agreed upon between Agent or Intermediary Agency and Client and charged by People2.0 to Intermediary Agency or Hirer, as outlined in the relevant Agreement.
- h. **"Local Affiliate"** means a Dutch entity that is under common control with People2.0 Netherlands B.V. and has the WAADI registration.
- i. **"Parties" or "Party"** means the legal entities/entity entering into the Agreement.
- j. **People2.0"** means People2.0 Netherlands B.V. or its Local Affiliate, acting as a principal, temporary employment agency, or an employer.
- k. **"Personnel"** means a natural person who is recruited, selected, and introduced in the Portal by Agent on behalf of People2.0, and with whom People2.0, upon that introduction, concludes a Temporary Employment Agreement.
- l. **"Portal"** means the Dutch online portal for which People2.0 shall provide Agent, Intermediary Agency, and/or Hirer with access credentials upon execution of the Agreement, including the Portal License Agreement, and in which Agent shall be able to introduce Candidates and Hires, and assign Personnel to a Hirer to perform Work. Upon such assignment and the acceptance by People2.0, the Portal generates an Assignment Confirmation to the relevant Agreement.
- m. **"Purchasing Factor"** means the basic factor plus the various surcharges to any remuneration or expenses to which Personnel is entitled, as outlined in the Agency Agreement, and that People2.0 will apply when calculating Agent's commission as set forth in the Agency Agreement.
- n. **"Services"** means, based on its business operations, the provision of Personnel by People2.0 to i) Hirer under the Hiring Agreement, or ii) Intermediary Agency under the Sublease Agreement.
- o. **"Talent Partner"** means either the
 - i. **"Agent"** meaning the legal entity that enters into the Agency Agreement with People2.0 and performs Agency Activities; and/or
 - ii. **"Intermediary Agency"** meaning the legal entity, or its affiliate, that acted as an Agent, and entered into the Sublease Agreement with People2.0 for the purpose to obtain Personnel from People2.0 and make such Personnel available to Hirer.
- p. **"Temporary Employment Agreement"** means the employment agreement within the meaning of art. 7:690 of the DCC, as drawn up by People2.0 and subject to the NBBU Collective Labour Agreement ("NBBU CLA"), that People2.0 enters into with Personnel to perform Work for Client on a non-exclusive basis, pursuant to an Agreement and related Assignment Confirmation.
- q. **"Work"** means the specific work to be temporarily performed by Personnel under supervision and control of Client, and for which Personnel is recruited by Agent on behalf of People2.0.

2 TERM & TERMINATION OF THE AGREEMENT

- 2.1 The Agreement shall commence on the effective date and shall remain in full force and effect for the term as stated in the Agreement.
- 2.2 Without prejudice to art. 2.6 of the Terms, a termination of the Agreement shall not affect any ongoing Assignment Confirmation subject thereto, unless agreed otherwise by the Parties. The terms of the Agreement will consequently continue to apply until the end date of the Agreement or until the latest end date of any Assignment Confirmation to it, whichever is later.
- 2.3 The Agreement may be terminated by People 2.0 with immediate effect, without any notice of termination or default being required, and without the right for another Party to claim compensation of any kind or any other claims, in the event:
- 2.3.1 of a petition of bankruptcy or for liquidation is filed by or against it or another Party, or as of the date on which a request to that effect has been submitted;
 - 2.3.2 it or another Party has been granted a suspension of payment, or as of the date on which a request to that effect has been submitted;
 - 2.3.3 it or another Party has been dissolved or liquidated or is insolvent;
 - 2.3.4 it or another Party shall cease to carry out its business; and/or
 - 2.3.5 a receiver is appointed in respect of the whole or a substantial part of its or another Party's assets or business, and neither the other Parties or the acquiring party has objected in writing to the continuation of the Agreement.
- 2.4 In the event of a situation as described in art. 2.3.1-2.3.5 above occurs in relation to Client, Talent Partner shall promptly notify People2.0 of the situation in writing, hold People 2.0 harmless, and take necessary actions to mitigate potential negative impact on People2.0, including but not limited to the fulfilment of the Hire Rate until each Temporary Employment Agreement is terminated and the compensation of costs for the termination process. People 2.0 reserves the right to offset any amount due or related costs against outstanding commission payments due to Agent under any Hiring Agreement.
- 2.5 People2.0 will be entitled to terminate the Agreement in writing at any time and with immediate effect, without any notice of default being required, and without the right for another Party to claim compensation of any kind or any other claims, in the event that i) Agent fails to act in accordance with the Agency Activities and/or ii) Talent Partner and/or Hirer fail(s) to comply with the representations, obligations, warranties and covenants contained in these Terms and the relevant Agreement.
- 2.6 Unless agreed otherwise in the Assignment Agreement or an addendum, shall a termination of the Agreement pursuant to art. 2.3 - 2.5 above also automatically terminate any ongoing Assignment Confirmation subject thereto with immediate effect, and shall allow People2.0 to terminate any related

Temporary Employment Agreement. Hirer's or Intermediary's obligation to pay the Hire Rate until the end date of the Temporary Employment Agreement shall remain in effect. In the event the Hirer is not willing or able to comply with its payment obligations, Agent or Intermediary Agency shall assume that responsibility.

2.7

Upon the termination of the Agreement,

- 2.7.1 People 2.0 shall cease with the provision of new Personnel;
- 2.7.2 Agent shall immediately cease all Agency Activities in the event of a termination of an Agency Agreement;
- 2.7.3 the right to access and use the Portal and the data in the Portal shall be terminated per the end date of the Agreement. Notwithstanding anything to the contrary in the Agreement, all data stored in the Portal shall remain the property of People2.0 and as such, People2.0 reserves the right to access, use, and manage the data in the Portal as deemed necessary;
- 2.7.4 Hirer or Intermediary Agency shall at once pay People 2.0 all outstanding invoices for the Services provided up until the end date of the latest Assignment Confirmation;
- 2.7.5 People2.0 shall pay Agent any outstanding commissions due for Agency Activities performed up to the date of termination, except in the event there are outstanding payments from Hirer or Intermediary Agency, in which case, the commissions due shall be set off against the outstanding payments, without prejudice to the provisions of the Agency Agreement;
- 2.7.6 the Parties shall cooperate to ensure an orderly wind-down of their respective activities under the Agreement; and
- 2.7.7 the Parties will keep confidential all information that is commercially sensitive and relates to the working method of People2.0 .

2.8

In the event that Personnel is to be transferred to another employer upon the termination of the Agreement, Talent Partner shall provide all necessary information and documentation to People2.0 to facilitate the transfer. The Parties shall ensure that the new employer, shall work together to address any issues that may arise during the transition period and ensure compliance with all applicable laws and regulations. People2.0 reserves the right to reject the transfer based on its sole discretion, as a result of which, Talent Partner will ensure that Personnel resigns with People2.0. People2.0 shall ensure that the contractual obligations towards Personnel are fulfilled up to the date of transfer.

2.9

All costs which will continue after or are arising from the termination of the Agreement, and which cannot be recovered from a Hirer, will be for Agent's own account and will, wherever possible, be set off against any commission still payable to Agent.

3 PARTIES' REPRESENTATIONS AND WARRANTIES

- 3.1 Each Party represents that
 - 3.1.1 it has full authority to enter into and perform its obligations under the Agreement;
 - 3.1.2 the Agreement, and any annex and/or amendment thereto, is executed by its duly authorized representative;
 - 3.1.3 its obligations under the Agreement will be performed by appropriately experienced, qualified, competent, trained, and efficient staff and in accordance with standard industry practice;
 - 3.1.4 it holds the licenses and insurances as required by applicable law to perform its obligations under the Agreement; and
 - 3.1.5 there are no actions, suits or proceedings or regulatory investigations against or affecting it that might affect its ability to meet and carry out its obligations under the Agreement.
- 3.2 Each Party agrees and warrants that it shall not engage in an activity, practice, or conduct which would constitute an offense under applicable anti-bribery and -corruption laws.
- 3.3 Each Party shall:
 - 3.3.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;
 - 3.3.2 establish, maintain, and enforce their own policies and procedures to ensure compliance with these laws;
 - 3.3.3 promptly notify the other Party in writing if they become aware of any breach or suspected breach of this art. 0; and
 - 3.3.4 ensure that any natural or legal person associated with them who is performing obligations in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Party under this art. 0.

4 CONTRACT TAKE OVER

- 4.1 If Services are performed as a result of the takeover of temporary employment contracts from a previous service provider of Talent Partner, and/or Client, the provisions of this Article 4 shall apply.
 - 4.2 Talent Partner, and/or Hirer declare and warrant that their previous service provider:
 - 4.2.1 has fulfilled all applicable labor, social security, and tax obligations resting on it and has complied with all relevant laws and regulations;
 - 4.2.2 has correctly calculated all amounts due to temporary workers, including transition compensation, and has made all payments and (tax, social, and labor law) deductions correctly and on time;
 - 4.2.3 has paid every tax, premium for which it has received an assessment or which is or will be due, which has arisen or will arise with regard to the

period prior to the effective date of the contract takeover, fully and on time.

4.3 There is no transfer of undertaking as referred to in art. 7:662 et seq. of the DCC. People2.0 does not take over administration, know-how, lease agreements, permanent employees, liabilities, or assets from the previous service provider.

4.4 Talent Partner and/or Hirer shall indemnify People2.0 against and are fully liable for any claim, demand, or action from or by third parties (including but not limited to the Tax Authorities, Employee Insurance Agency (UWV), Dutch Labor Inspectorate, Social Intelligence and Investigation Service (SIOD), Pension Fund for Personnel Services (StiPP), Foundation for Compliance with the Collective Labor Agreement for Temporary Workers (SNCU), individual temporary workers, trade unions, and other third parties) and against all damages, fines, losses, costs, expenses, and payments, compensation, insofar as they relate to the period prior to the effective date of the contract takeover of the temporary employment contracts of the temporary workers, or in the event a transfer of undertaking is considered to have occurred.

5 LIABILITY & INSURANCE

- 5.1 Subject to the terms of this art. 5, each Party shall be liable in the event and to the extent of its attributable act or omission under the Agreement or in tort, unless stated otherwise is the Agreement or an amendment explicitly stating that its purpose is to amend this article.5 of the Terms.
- 5.2 Notwithstanding art. 5.1, neither Party shall be liable for indirect damages, incidental damages, special or consequential damages, punitive or exemplary damages, reputational damages, or for damages due to, whether actual or anticipated, loss of profits, revenue, savings, business, data or use, or for corruption of software incurred by the other Party arising from or as a result of the Agreement.
- 5.3 Notwithstanding art. 5.1, and without prejudice to art. 5.2, neither Party's cumulative liability shall exceed the amount of the i) commission paid to Agent; or ii) the sum invoiced to Hirer or Intermediary Agency, by People2.0 for the Assignment Confirmation giving rise to the liability, in the twelve (12) months preceding a claim.
- 5.4 The limitations as set forth in art. 5.2 and 5.3 above shall not apply in the event of any alleged breach, whether by act or omission, or damages, arising from or in connection with a breach of the Agency Activities, art. 2, 3, and 4 of the Hiring Agreement and Sublease Agreement, any provided warranties, or guarantees given under these Terms or the Agreement, or in the event of gross negligence or willful misconduct of the other Party.
- 5.5 Neither Party shall be liable for any failure to perform its obligations hereunder where such failure results from a cause beyond its reasonable control, including, without limitation, cyberattacks, breakdowns of web host or internet service providers, or outages caused by IT software or service disruptions, mechanical, electronic failure or

degradation. For the avoidance of doubt, a cause beyond its reasonable control shall not include any act or omission by Client. The affected Party shall promptly notify the other Party/Parties in writing of the occurrence of a force majeure event and its expected duration. If the force majeure event continues for more than sixty (60) days, People 2.0 may terminate the Agreement with immediate effect by written notice.

- 5.6 Each Party shall maintain, at its own expense, adequate insurance coverage, including but not limited to professional liability and general commercial liability insurance, as required by applicable law and industry standards. Upon request, each Party shall provide the other with certificates of insurance evidencing such coverage.

6 INDEMNIFICATION

- 6.1 Unless agreed otherwise in the Agreement or the GT&C NBBU, each Party (the "**Indemnifying Party**") shall indemnify and hold each of the other Parties harmless, their directors, representatives, officers, and employees (the "**Indemnified Parties**") from and against liabilities, claims (from third parties), including but not limited to claims from Temporary Workers, government/tax authorities or agencies, damages, losses, fines, or costs, including but not limited to collection costs, audit/inspection costs, and reasonable legal fees ("**Losses**"), arising out of or in connection with an attributable breach, due to act or omission, of the obligation of the Indemnifying Party under applicable law or the relevant Agreement, except in the event and to the extent that such Losses result from an act or omission, negligence or willful misconduct of the Indemnified Parties.

- 6.2 As a condition precedent to indemnification, the Party seeking indemnification shall notify the other Party within a reasonable period after becoming aware of any Loss or claim for which it seeks indemnification from the other Party; and the Party seeking indemnification shall cooperate in the investigation and defense of such matter.

7 INVOICING & PAYMENT TERMS

- 7.1 The payment terms applicable to the Services shall be confirmed in the Agreement. Payments required under the Agreement are stated exclusive of Taxes. For the purpose of this art. 7, Taxes shall mean all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon.

- 7.2 Hirer or Intermediary Agency shall be responsible for, and bear Taxes associated with its purchase and payment of the Services. In no event shall Taxes be deducted from the invoice, except as required by the local law, in which case Hirer or Intermediary Agency shall increase the payment as necessary so that after all deductions and withholdings required by law, People 2.0 receives and retains (free from any tax liability) an amount equal to the invoiced amount.

7.3 All invoices issued by People2.0 must be paid by Hirer or Intermediary Agency in full and without any conditions precedent, set-off, deduction or withholding, within the period specified in the Agreement. In no event shall Hirer's or Intermediary Agency's obligation of payment be transferred to a third party.

7.4 Failure by Hirer or Intermediary Agency to pay any amount due within the agreed payment term constitutes an immediate and material breach of the Agreement, without the need for further notice or demand.

7.5 In the event of late or incomplete payment, Hirer or Intermediary Agency shall owe statutory commercial interest (wettelijke handelsrente) as provided for in Article 6:119a of the Dutch Civil Code (BW), calculated from the due date until the date of full payment.

7.6 All costs incurred by People2.0 in connection with the collection of overdue amounts, including but not limited to judicial and extrajudicial collection costs, legal and lawyer fees, and administrative expenses, shall be borne in full by Hirer or Intermediary Agency.

7.7 People2.0 reserves the right to suspend its obligations under the Agreement, including the provision of Services and termination the employment of Personnel, until all outstanding amounts (including interest and costs) have been paid in full by Hirer or Intermediary Agency.

7.8 Unless agreed otherwise in writing, the invoicing and payment terms and process of Hirer or Intermediary Agency is explicitly excluded and shall not be applicable and shall in no event affect Hirer's or Intermediary Agency's payment obligation or the payment term under the Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All copyrights, database rights, industrial property rights, trademark and design rights, patent rights and other intellectual property rights, as well as comparable rights such as rights regarding know-how and domain names and trade names ("**IPRs**") belonging to a Party prior to the execution of the Agreement shall remain vested in that Party.

- 8.2 The results of any Work carried out and any invention or improvement made or conceived by Personnel, whether alone or with others, and whether patentable or not, during the course of duties performed under the Agreement and deriving from or suggested by the said duties shall be the property of People2.0 and/or Client.

- 8.3 In the event that any IPRs arising from the performed Work are, by default or operation of law, considered to belong to People2.0, and the Client expresses a wish to obtain such IPR, People2.0 shall reasonably cooperate with the Client to facilitate the transfer or assignment of the relevant IPR. The costs and expenses incurred by People2.0 in connection with such cooperation, including but not limited to legal, administrative, and registration fees, shall be borne exclusively by Client.

8.4 People2.0 shall require Personnel to transfer all IPRs it wholly or partially creates or invents, or participates in the creation or invention of, and that arises from or specifically relates to the performance of Work during an Assignment Confirmation, to Client.

9 CONFIDENTIALITY

9.1 Confidential Information is all confidential and proprietary information disclosed or made available by a Party (or that Party's Affiliates, employees or agents) to the other Party (or that Party's Affiliates, employees or agents) in the course of the Agreement, including but not limited to the contents of the Agreement, innovations and knowledge about the business, financial condition, products, software, methods, trade secrets, pricing, intellectual property and customers, and other non-public information that is marked "confidential" or would reasonably be considered confidential under the circumstances.

9.2 Confidential Information does not cover information (i) which was already legitimately known to the receiving Party at the time of disclosure, as shown by documentation or other evidence sufficient to establish such prior knowledge; (ii) which becomes part of the public domain due to another reason than the breach of the Agreement by the receiving Party; or (iii) which is developed by the receiving Party independently of the information disclosed hereunder.

9.3 Each Party agrees, to hold all Confidential Information of the other Party in strict confidence, not to disclose it to others or use it in any way, except in connection with the performance of the Agency Activities and/or Services.

9.4 Disclosure of Confidential Information by the receiving Party shall not constitute a breach (i) if done so with the disclosing Party's prior written consent, or (ii) it is a disclosure of Confidential Information to a lawyer, accountant, professional advisor, or auditor, provided that such disclosure is made for the purpose of obtaining professional advice or services in regards to the Agency Activities or Services. The receiving party shall ensure that the recipient of the Confidential Information is bound by confidentiality obligations at least as stringent as those contained in the Agreement.

9.5 Upon the written request of the Party disclosing Confidential Information during the term of the Agreement and/or upon termination of the Agreement, the Party that received such Confidential Information shall immediately destroy or return to the disclosing Party all documents or other tangible items representing or embodying the disclosing Party's Confidential Information, and all copies thereof, and shall permanently delete or destroy any such information held in digital formats. Notwithstanding this requirement of confidentiality, if the receiving Party needs to retain the Confidential Information to provide the Services and/or is required by law to maintain a copy of Confidential Information received from a Party during the term of the Agreement, the receiving Party shall be permitted to keep a copy of such Confidential Information.

10 DATA PROTECTION

10.1 Terms written with a capital letter in this art. 0, shall, insofar as yet not defined in art. 1 or elsewhere in the Terms, have the meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

10.2 To the extent that a Party provides information to the other Party, and such information is considered Personal Data, either Party shall each be considered the independent Controller of such Personal Data in their capacity as, respectively, a recruiter/Agent/Intermediary Agency, and People2.0 /employer/Service provider, and shall as a result be responsible for ensuring that, in accordance with applicable data protection laws, it

10.2.1 complies with all applicable privacy and security laws, rules, orders, directives, and regulations;

10.2.2 provides all necessary fair processing information to the Data Subject;

10.2.3 takes appropriate steps to legitimize the collection, disclosure and Processing of such Personal Data to and by the other Party; and

10.2.4 implements appropriate technical and organizational measures to adequately protect the Personal Data and, taking into account the state of the art, keep it secure against loss or any form of careless, inexpert or unlawful use or processing.

10.3 Parties will inform each other in detail and in writing immediately following notification of any breach of the security of Personal Data.

10.4 If the Personal Data Breach entails a duty to report to the Supervisory Authority Concerned, Parties will mutually support each other in the settlement of this notification, as well as in settlements with those concerned.

10.5 In the event a Party engages a third party in the Processing of (parts of) the Personal Data, that Party will ensure that the third party concerned has assumed at least the same data security obligations as applicable to the Parties under the Agreement.

10.6 People2.0 's collection and use of information is governed by its privacy policy, available at [Privacy Center - People2.0 | Netherlands](#).

11 MISCELLANEOUS

11.1 No amendment or modification of these Terms shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

11.2 The Agreement and any ancillary document thereto may be electronically signed in the Portal, People2.0's contract management system, or any other online tool for e-signatures as accepted or appointed by People2.0 . Parties acknowledge that any electronic signatures appearing on the Agreement or Assignment Confirmations, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- 11.3 The duly authorized representative(s) of either Party may delegate its authority to legally bind and represent it to a member of its staff for the execution of an Agreement or Assignment Confirmation, or any amendment or extension thereof, in the Portal. Such delegation must be documented in writing and presented as evidence to the other Party. The delegating Party shall ensure that the delegated member of staff has the necessary authority and competence to execute an Agreement or Assignment Confirmation, or any amendment or extension thereof on its behalf.
- 11.4 If any part of the Agreement or these Terms is found to be unenforceable or invalid, that part shall be limited or eliminated to the minimum extent necessary so that the Agreement and/or Terms shall otherwise remain in full force and effect and enforceable. If any part of the Agreement or these Terms is found to be contrary to the law of any relevant country, that part of the Agreement or these Terms shall in that country be interpreted as having a meaning as close as possible to its original intention consistent with the law and practice in that country. The remainder of the Agreement or these Terms shall not be affected and its meaning in any other country shall not be affected.
- 11.5 The failure of People2.0 to exercise in any respect any right provided for herein shall not be deemed a waiver of its rights hereunder.
- 11.6 Any notice to be given under the Agreement shall be sent in writing to the Party per e-mail or registered post to its last known address or place of business.
- 11.7 Unless stated otherwise in the Agreement, neither Party may assign their rights and obligations without prior approval of the other Party.
- 11.8 In case of possible discrepancies between the English version and any version in another language of the Agreement, the English version shall exclusively be valid as the foundation for the interpretation of its content and the intentions of People2.0.
- 11.9 Parties shall use their best efforts to resolve amicably any dispute, controversy, or claim arising out of or relating to these Terms or an Agreement. If Parties are unable to resolve the dispute within thirty (30) days, either Party may refer the dispute to the competent court as specified in art. 11.10 below.
- 11.10 These Terms, an Agreement, and any disputes arising out of or in connection with those shall be governed by and construed in accordance with the laws of the Netherlands. The competent court of Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement

For questions contact Legal Benelux at
Legal.benelux@people20.com