

GENERAL TERMS AND CONDITIONS Eyes & Ears – CLIENT – VERSION

Who we are

Eyes & Ears is your CX/ EX and change Partner! Our passion is to relieve your organisation of all your CX/EX change support needs. To do so, we aim to fully understand you and your organisation. Customer intimacy is one of our core values. Excellent service is self-evident to us, and we always strive to go one step further for you.

Our Services and Our Collaboration

We support your organization through the following services and prefer to collaborate in the manner described below.

Secondment: providing Professionals to perform work under your direction and supervision.

For this service, we conclude a contract for services with you, under which Eyes & Ears provides one of its employees to you.

Engagement of a Professional: Eyes & Ears supports your organisation with CX, EX and change-related questions, challenges and projects. We do this by deploying and collaborating with carefully selected, highly qualified professionals, including Self-Employed Professionals.

Our services focus on strategic, tactical and operational guidance within customer experience, employee experience and organisational change. The emphasis is on advice, execution support and impact, not on staffing or secondment.

The services are performed independently. The work is not carried out under your direct supervision or authority. Eyes & Ears retains responsibility for the manner in which the services are delivered and for the selection and engagement of the Self-Employed Professionals involved.

For each engagement, Eyes & Ears and the client enter into a contract for services. This agreement sets out the scope of the services, the roles and responsibilities of all parties, and the conditions under which Self-Employed Professionals are engaged to support your organisation.

Further Explanation of Secondment

Many of the provisions in these General Terms and Conditions relate to the specific nature of seconding personnel.

Understanding this specific nature contributes to understanding the terms that apply to it. Therefore, a brief explanation is provided below.

When seconding an Eyes & Ears employee (referred to as a “Professional” in these General Terms and Conditions), you instruct us to make an appropriate Professional available to perform work under your direction and supervision.

Direction & Supervision

Because the Professional works within your organisation but remains employed by Eyes & Ears, we, as the employer, depend on you for many matters — such as working hours, working conditions, and safety in the workplace.

As only you have influence over these matters, Eyes & Ears cannot be held responsible for them.

Another consequence of your exercising direction and supervision is that Eyes & Ears has no influence on the quality of the work performed by the Professional or any errors that he/she may inadvertently make. Eyes & Ears is therefore not responsible and liable for such consequences either.

We assume that you will instruct, guide, and treat the Professional in the same way as your own employees.

What you may expect from Eyes & Ears is that we provide suitable Professionals who meet the required qualifications and that all laws and regulations regarding the secondment of personnel are complied with. We take care of that for you.

Remuneration of the Professional

For Eyes & Ears, it is important that we treat our Professionals fairly.

This means, among other things, that Professionals must receive equal pay compared to your own employees performing similar work. Eyes & Ears adheres to the provisions of the Dutch “Waadi” (Allocation of Workers by Intermediaries Act) (*Wet allocatie arbeidskrachten door intermediairs*).

To achieve this, Eyes & Ears depends on the information you provide. We rely on that information being complete and accurate.

Self-Employed Professionals

In the engagement of a Self-Employed Professional, employment law does not apply, no employment agreement (as meant in article 7:610 Dutch Civil Code) is entered into, and the Self-Employed Professional shall not be considered an employee.

Eyes & Ears shall be your contracting party.

The fact that the Self-Employed Professional is an independent entrepreneur affects the cooperation. You may give instructions related to the *result* of the work, but not concerning *how* the work should be performed, otherwise there is a risk that the Self-Employed Professional may nevertheless be regarded as an employee.

Of course, the work of the Self-Employed Professional can be discussed and (interim) evaluated. However, a performance review such as you conduct with your own employees is not possible. The Self-Employed Professional will also not use the HR

systems that you use for your employees. In short, cooperation with a Self-Employed Professional is comparable to working with any other professional service provider.

What Does It Cost?

The rate charged by Eyes & Ears is transparent and agreed with you in advance. In the case of secondment of Professionals, the rate — due to legislation and regulations — is partly based on the information you provided in connection with the intended deployment.

If that information is incorrect, changes during the agreement, or if legislation or regulations change, the rate may also change accordingly. Such changes will naturally be proportionate to the change in these external variables. If the rate is based on time spent, you are responsible for reviewing, adjusting (if necessary), and approving the worked hours in a timely manner. If the hours are not approved on time, we will assume they are correct.

The Terms and Conditions

These General Terms and Conditions are divided into the following parts:

- A – Secondment of Professionals
- B – Engagement of Self-Employed Professionals
- C – General Provisions (applicable in all situations)

These General Terms and Conditions also apply to all offers, quotations, and other agreements between Eyes & Ears and the Client, and to all agreements with group companies of Eyes & Ears as referred to in these General Terms and Conditions. If a provision in these General Terms and Conditions applies to specifically described services, that provision shall take precedence over any general provision in case of conflict.

Deviations from these General Terms and Conditions are only valid if agreed upon in writing in the Agreement Confirmation between Eyes & Ears and the Client. A deviation from one provision shall not affect the validity of the remaining provisions. Any terms and conditions used by the Client are not applicable and are expressly rejected.

Definitions

In these General Terms and Conditions, the following capitalised terms shall have the meanings set out below:

Agreement:

The written agreement in which Eyes & Ears and the Client agree on a Secondment or alternatively, that a Self-Employed Professional will be assigned to the Client.

Candidate:

Any potential Professional or Self-Employed Professional presented to the Client by Eyes & Ears .

Client:

Any (legal) entity with which Eyes & Ears enters into an Agreement.

Deployment:

The placement of a Candidate or (Self-Employed) Professional with the Client.

Digital Processes:

The technical means used by Eyes & Ears, to which the Client (directly or indirectly) gains access pursuant to the Agreement, such as internet portals, (interactive) websites, computer systems, time registration systems, software, links (APIs), applications (apps), and email.

Employment Relationship:

An employment contract or a contract for services between the Client and a Candidate or Professional, including (i) a public-law appointment, (ii) the hiring of the Candidate through a third party, and (iii) an employment relationship with a third party designated or affiliated with the Client.

General Terms and Conditions:

These General Terms and Conditions, registered with the Dutch Chamber of Commerce under number 99881543.

In Writing:

In writing or by means of electronic communication (including email or Digital Processes).

Party / Parties:

The Client and Eyes & Ears individually or jointly.

Professional:

Any Eyes & Ears employee made available to the Client by Eyes & Ears to perform work under the Client's direction and supervision (or offered for that purpose), as referred to in Article 7:690 of the Dutch Civil Code (*uitzendkracht*).

Eyes & Ears:

Eyes & Ears B.V., having its statutory seat and office in Bussum at Slochterenlaan 11 1405 AL Bussum, registered with the Chamber of Commerce under number 99881543, and/or any of its group companies within the meaning of Article 2:24b of the Dutch Civil Code.

Rate:

The rate charged by Eyes & Ears for Services (excluding VAT).

Secondment:

The provision of an Eyes & Ears employee by Eyes & Ears to the Client to perform work under the Client's direction and supervision.

Self-Employed Professional:

A person who, on the basis of a contract for services and in the course of a business or profession (regardless of legal form), provides services in the field of CX, EX in the broadest sense, for their own account and risk, and without direction and/or supervision of a third party, and who qualifies as an 'entrepreneur' for income tax purposes. These definitions may be used in singular or plural without changing their meaning. References to gender include all gender identities.

A – Secondment**Agreement for Secondment**

Eyes & Ears and the Client shall conclude an Agreement. An Agreement is concluded when Eyes & Ears confirms this to the Client in Writing.

The Client shall cooperate as reasonably required for the proper performance of the Agreement and shall provide Eyes & Ears, prior to commencement, with all relevant information, including an accurate description of the position, job requirements, working hours, duration of work, work location, working conditions, and intended term of the assignment, as well as all applicable employment conditions within the meaning of Article 12a of the Dutch "Waadi" (Allocation of Workers by Intermediaries Act).

In mutual consultation, a progress meeting shall be held regularly between the Client, the CX/EX Professional, and Eyes & Ears.

All Parties shall ensure that such meetings take place.

Eyes & Ears has the right to withdraw a proposed Professional or replace them with another qualified Professional.

Such replacement may only be rejected by the Client In Writing and with justification if the substitute Professional does not meet the established job requirements.

Eyes & Ears is always entitled to propose the replacement of a Professional for reasons of its business and/or personnel policy, preservation of employment, or compliance with laws and regulations.

Such a proposal may only be rejected by the Client In Writing and on reasonable grounds.

If the Professional is replaced by another, the remuneration and Rate for the replacement shall be re-determined in consultation, based on the provisions mentioned under “Rate, Position and Remuneration” of these General Terms and Conditions. Without prior consent from Eyes & Ears, the Client may not have the Professional perform work other than the agreed work and/or have the location of the work outside the Netherlands.

Without Eyes & Ears’ prior consent, it is not permitted for the Professional to perform work under the direction and supervision of third parties (“lending-on”).

The Client confirms awareness of:

- the obligation to grant Professionals working at its premises equal access to company facilities or services (especially canteen, childcare, and transport facilities) as employees in equal or equivalent positions (Article 8b Waadi);
- the fact that Eyes & Ears is prohibited from making Professionals available to (the part of) the Client’s organisation where a strike, lockout, or occupation is taking place (Article 10 Waadi). The Client shall inform Eyes & Ears fully and promptly about (expected) collective actions, whether organised by trade unions or not.

Start Date and Duration of the Secondment Agreement

The Agreement shall be concluded for the term mentioned in the Agreement. An Agreement is concluded when Eyes & Ears confirms this to the Client In Writing.

If no term has been agreed, the Agreement shall be considered for an indefinite period and may be terminated by either Party with six (6) weeks’ notice.

If the Agreement is for a fixed term, the Client shall inform Eyes & Ears at least five (5) weeks before its end whether and for what duration the Client wishes to continue or extend the Agreement.

If the Professional continues to work for the Client after expiry of the initial term or any subsequent extension, this shall be deemed a tacit renewal of the Agreement for one month.

In case of such tacit renewal, the Agreement may be terminated at the end of any month with six (6) weeks’ notice.

All other agreed arrangements remain in force.

The Agreement terminates automatically if the (employment) contract between the Professional and Eyes & Ears ends and is not continued for the same Client or if the Professional is otherwise unavailable to perform the work, unless the Professional is replaced within 14 days or another period agreed by the Parties.

During the time of the Agreement, the Client shall appoint a contact person to which the Professional shall report.

Rate, Position and Remuneration

Before commencement of the Agreement, the Client shall provide Eyes & Ears, upon request, with the following information necessary for compliance with its obligations under the “Waadi” (Articles 8 and 12a):

- a description of the position to be performed by the Professional;
- the job requirements related thereto;
- the corresponding salary level (scale and step);
- additional employment conditions (including allowances) and circumstances.

Although the Professional is remunerated under Eyes & Ears’ employment conditions, the above information is essential for Eyes & Ears’ verification of compliance with the “Waadi.”

Therefore, the Client must immediately inform Eyes & Ears in the following situations:

- any changes to or additions to the information mentioned above; or
- any incorrect job description compared to the function actually performed by the Professional.

Unless otherwise agreed, the Client may not change the work and/or working hours without Eyes & Ears prior to approval.

Unless otherwise agreed, Eyes & Ears is entitled to charge the Client for the same supplements that the Client applies to its own employees for overtime, shift work, work at special times or days (including public holidays), and/or staggered hours.

This applies to the hours actually worked by the Professional.

A surcharge applies to the Professional’s Rate over the hourly rate (hereinafter “Hourly Rate”) in the following cases:

- if the Professional works more than 8 hours per day: **150%** of the Hourly Rate on the excess hours;
- if the Professional works between 24:00 and 06:00 hours: **200%** of the Hourly Rate;
- if the Professional works on Saturdays: **150%** of the Hourly Rate;
- if the Professional works on Sundays or public holidays: **200%** of the Hourly Rate.

In case of overlap of the above surcharges, the highest shall apply.

If the Client grants its own employee's higher allowances in similar situations, the Rate shall be increased accordingly.

Working Hours and Working Time

The Client is responsible for ensuring that the working hours and duration of work of the Professional comply with applicable laws and regulations.

Before entering into the Agreement, the Client shall inform Eyes & Ears of any planned company closures during the term of the Agreement and shall notify Eyes & Ears at least four (4) weeks in advance of any such closure.

If the Client fails to do so, Eyes & Ears is entitled to charge the Rate for the duration of the closure as if the Professional had worked.

During the term of the Agreement, the Client shall allow the Professional to take any vacation and leave to which they are entitled.

If the Professional is unable to perform the agreed work for fourteen (14) or more consecutive days due to illness, Eyes & Ears and the Client shall jointly determine the consequences for the Agreement.

The Client shall allow the Professional to interrupt work where required under the Dutch Working Hours Act (Arbeidstijdenwet) and/or Working Conditions Act (Arbeidsomstandighedenwet).

Direction, Supervision and Safety

The work by the Professional shall be performed under the Client's direction and supervision.

The Client is responsible and liable for the Professional to the same extent as its own employees.

The Client indemnifies Eyes & Ears against any claims from the Professional and/or third parties in this respect and shall reimburse Eyes & Ears for all reasonable costs incurred in connection therewith.

The Client is obliged to ensure that the work is performed in accordance with the Dutch Working Conditions Act.

Before commencement of the work, the Client shall provide Eyes & Ears and the Professional with a document outlining the specific characteristics of the workplace. The Client shall also provide the same instruction and information to the Professional regarding its company's Risk Inventory and Evaluation (RIE) or equivalent arrangements as it provides to its own employees.

The Client shall take the measures and give the instructions reasonably necessary to prevent the Professional from suffering damage in the performance of the Work. The Client is aware of its liability as set out in Article 7:658 paragraph 4 of the Dutch Civil Code.

Rate

The Rate is stated in the Agreement.

All rates are exclusive of VAT.

The Client cannot derive any rights from rates applied in the past.

The Rate is payable on the agreed hours.

For the definition of “overtime,” the definition used by Eyes & Ears and/or as set out in the Agreement shall apply.

Time spent on specific training or work instructions at the Client’s request or direction shall be charged.

Unless otherwise agreed, surcharges and expense allowances payable by Eyes & Ears to the Professional shall be charged separately.

VAT shall be charged on the Rate, surcharges, and expense allowances.

Eyes & Ears is entitled to adjust the Rate during the term of the Agreement if:

- the information referred to under “Rate, Position and Remuneration” (specifically the information obliged to be provided under Articles 8a and 12a Waadi, requiring Eyes & Ears to adjust the Professional’s pay) changes or proves to be incorrect;
- the Professional’s costs increase due to changes in or as a result of law or regulation, including changes in social or tax law.

Any adjustment to the Rate shall apply from the moment the circumstances giving rise to the change take effect.

Eyes & Ears shall inform the Client in writing and with substantiation of any such change.

Tax and Premium Obligations (Secondment)

Eyes & Ears shall ensure the payment of any wage tax and social security contributions due in connection with the secondment of the Professional.

If the Client, under a private-law or deemed employment relationship, is confronted with one or more additional assessments for wage tax/social security or retroactive assessments for employee insurance or industry-specific schemes concerning the Professional’s work, the Client shall, in consultation and at the equal expense of all involved parties, contest such assessments, including any interest and surcharges.

Participation Rights

The Client confirms that it is aware of and shall fully comply with its obligations under the Dutch Works Councils Act (“Wet op de Ondernemingsraden” or “WOR”) regarding the engagement of Professionals.

If the Client is required to inform a works council regarding the (intended) engagement of Professionals, Eyes & Ears shall provide relevant information, but only to the extent required by the WOR.

Professionals who have worked at the Client for 24 months shall acquire participation rights in the Client's works council.

The Client shall allow Professionals who are members of the Client's works council to exercise those rights.

If a Professional performs participation duties during working hours, the Rate shall remain payable for those hours, including any time spent on training related to such duties.

B – Engagement of Self-Employed Professionals

General

In the engagement of a Self-Employed Professional, Eyes & Ears acts as the intermediary between the Self-Employed Professional and the Client. Eyes & Ears and the Client shall conclude an Agreement hereto.

The Self-Employed Professional performs the work entirely independently, at their own discretion, and not under the supervision or direction of the Client.

However, coordination with the Client may take place if necessary for proper performance of the Agreement so that cooperation proceeds smoothly.

The Client may also provide guidance or instructions concerning the intended result of the Agreement, insofar as this does not affect how the Agreement is executed.

Where required for the work, the Self-Employed Professional shall follow the working hours applied at the Client's premises.

The Client shall at all times refrain from any act or omission that could jeopardise the independence and/or entrepreneurial qualification of the Self-Employed Professional or could result in (or be deemed to result in) an employment relationship.

The Client shall indemnify Eyes & Ears against any and all damage arising from or related to this.

The Client shall provide Eyes & Ears promptly with all information required for proper execution of the Agreement.

Information

The Client shall proactively inform Eyes & Ears of any circumstances that are or may be relevant to Eyes & Ears concerning the work.

Term

The Agreement shall be concluded for the term mentioned in the Agreement.

If no term has been agreed, the Agreement shall be considered for an indefinite period and may be terminated by either party with one (1) calendar month's notice. If the Agreement has been agreed for a fixed term, early termination is not permitted. If the Agreement is for a fixed term, the Client shall notify Eyes & Ears at least five (5) weeks before its expiry whether, and for what term and under what other conditions, the Client wishes to continue or extend the Agreement.

Eyes & Ears may terminate any Agreement at any time with fourteen (14) days' notice if the Self-Employed Professional is (or is expected to become) unavailable to perform the Work and the Parties have not agreed on a replacement within 14 days.

If the work continues after expiry of the initial term or any extension, this shall be deemed a tacit renewal of the Agreement for one (1) month. In case of such tacit renewal, the Agreement may be terminated at the end of any month with one (1) months' notice.

All other agreed terms shall remain in effect.

Rate

The rate for the Work is stated in the Agreement.

Unless otherwise agreed, the Rate is payable monthly in arrears.

C – Provisions Applicable to All Services

Termination

Either Party may terminate any Agreement at any time without notice if the other Party:

- is in material breach of its obligations and fails to remedy such breach within a reasonable period after notice to do so, provided the breach justifies termination;
- resolves to liquidate or cease its activities;
- is declared bankrupt or has filed for bankruptcy; or
- has applied for a suspension of payments.

Termination of the Agreement on these grounds shall never result in liability for the terminating Party.

Upon termination on any of these grounds, all claims of Eyes & Ears shall become immediately due and payable.

Rate, Invoicing and Payment

Eyes & Ears may annually adjust the Rate in line with the Services Price Index by the Centraal Bureau Statistiek (*Dienstenindexcijfer*).

Indexation shall never result in a downward adjustment of the Rate.

The cost of any “pre-employment screening” (“PES”) requested by the Client shall be borne by the Client.

Unless otherwise agreed in writing in the Agreement, invoicing shall occur monthly, and invoices shall be sent electronically.

Each Eyes & Ears invoice must be paid within fourteen (14) calendar days of the invoice date.

Payment is deemed made once the full amount has been received by Eyes & Ears. Only payments made to Eyes & Ears or a third party designated by Eyes & Ears discharge the Client’s payment obligation.

Payments made by the Client to a Candidate or Professional, under any title whatsoever, are invalid vis-à-vis Eyes & Ears and cannot justify payment or set off. If an invoice is not paid within the payment term, the Client shall be, without notice (*ingebrekestelling*) in default (*verzuim*) from the first day following the expiry of that term and shall owe interest of 1% per calendar month on the outstanding amount, with part of a month counted as a full month.

If the Client disputes an invoice, it must notify Eyes & Ears in writing within fourteen (14) calendar days of the invoice date, providing detailed reasons.

After this period, the right to dispute an invoice lapses.

Disputing an invoice does not suspend the Client’s payment obligation.

The Client is not entitled to set off any amount, whether disputed or not, against a (purported) counterclaim and/or to suspend payment of an invoice.

All judicial and extrajudicial (collection) costs incurred by Eyes & Ears due to non-compliance by the Client shall be borne by the Client.

This compensation amounts to 15% of the sum due, including VAT and interest (with a minimum of €250 per claim).

Eyes & Ears reserves the right to claim further damages if the actual costs exceed this amount.

If an Agreement is concluded with more than one Client within the same corporate group, all Clients are jointly and severally liable for performance of the obligations under this article.

Time Registration and Invoicing

Invoices are based on time records approved by the Client.

Unless otherwise agreed, time recording shall occur as prescribed by Eyes & Ears .

The Client must verify the accuracy and completeness of the time records and, if

necessary, supplement or correct them no later than the fifth working day (before 12:00 noon) after the end of each calendar month to which the records relate.

The time records are deemed approved if the Client has not indicated by the above deadline that they are incorrect or incomplete.

The Client is responsible for ensuring that the following details (where applicable) are correctly recorded:

the name of the (Self-Employed) Professional, the number of hours worked, overtime, irregular hours and shift hours, any other hours for which the Rate is due, and any applicable surcharges.

Liability

Any liability of Eyes & Ears, regardless of the legal ground, is limited per event to the amount paid out by Eyes & Ears' liability insurer for the relevant claim, plus the applicable policy excess.

Eyes & Ears shall not be liable for any indirect loss, including but not limited to lost profits, missed savings, business interruption losses, penalties, loss or damage to data, or reputational damage.

Eyes & Ears' liability shall arise only after the Client has notified Eyes & Ears of the breach, has given Eyes & Ears a reasonable period to remedy it, and Eyes & Ears has failed to do so within that period.

The Client's right to claim damages arising from Eyes & Ears' attributable breach expires twelve (12) months after the Client became aware, or reasonably should have become aware, of the breach.

The limitation of liability in this article does not apply if the damage results from willful misconduct or gross negligence by Eyes & Ears.

If the Client has requested a PES and it has not been completed before the start of the deployment, but the Client nevertheless requests Eyes & Ears to allow the Professional to start, Eyes & Ears shall not be liable for any resulting consequences.

Insurance

Both the Client and Eyes & Ears shall take out adequate insurance against liability, as customary in their respective industries.

At Eyes & Ears' request, the Client shall provide proof of insurance.

Intellectual Property

All intellectual property rights to which the Client gains access in connection with the Agreement or any other agreement are and shall remain the exclusive property of Eyes & Ears or its licensors, except for materials belonging to the Client.

This includes any adjustments, additions, or works created at the request and/or expense of the Client.

Where the Client uses any (ICT or other) tools of Eyes & Ears, this is on the basis of a temporary, personal, non-exclusive and non-transferable licence, only for as long as necessary to make use of the Services.

Eyes & Ears is free to use, without compensation, any input, information, suggestions, or feedback received from the Client.

The Client shall indemnify Eyes & Ears against all third-party claims regarding alleged infringement of (intellectual property) rights relating to materials provided by the Client under the Agreement or other agreement.

Any intellectual property rights created through the work of a Professional shall vest in Eyes & Ears, to the extent provided by law.

Entering into an Employment Relationship

The Client may enter into an Employment Relationship with a Professional, provided that the provisions of this article are observed.

If the Client intends to enter into an Employment Relationship with a Professional or Candidate, the Client shall inform Eyes & Ears of this in writing as soon as possible, but no later than six (6) weeks before doing so.

If the Client enters into an Employment Relationship with a Professional or Candidate, the Client owes Eyes & Ears a reasonable fee ("Transfer Fee") to compensate Eyes & Ears for recruitment and selection costs and all other investments made (including coaching, guidance, training, discounts on rates, and retention costs).

The Transfer Fee amounts to **EUR 50,000 (excl. VAT)**, unless Eyes & Ears demonstrates that the actual costs and investments were higher, in which case the Transfer Fee equals those actual costs.

If the Client enters into an Employment Relationship with a Professional or Candidate within six months after the end of their Agreement or introduction, the Client still owes the Transfer Fee.

This also applies where the Client has approached the Professional or Candidate

(directly or via a third party) or where the Professional or Candidate has applied directly or indirectly to the Client.

Unless otherwise agreed, the Client is prohibited during any Agreement and for twelve (12) months thereafter from, without Eyes & Ears' consent, entering into an Employment Relationship with any Eyes & Ears employee or Self-Employed Professional not assigned to them, or otherwise obtaining services from any (former) Eyes & Ears employee or Self-Employed Professional directly or indirectly without Eyes & Ears' involvement.

In case of breach, the Client shall owe Eyes & Ears a penalty of **EUR 100,000 (excl. VAT)**, without prejudice to Eyes & Ears' right to claim actual damages.

If the Client enters into an Employment Relationship with a Professional or Candidate, the Client acknowledges awareness of the applicable laws on successive employment and accepts all resulting obligations, including investigating and assessing the Professional's employment history.

Eyes & Ears shall, to the extent legally permitted, provide the Client with relevant information on request but cannot guarantee its accuracy or completeness as it depends on the Professional.

Confidentiality

Both Parties shall treat as confidential all information about the other Party, its activities, employees, customers, and relations that becomes known in connection with the cooperation, using it solely for the purpose for which it was provided and not disclosing it to any unauthorised person.

This confidentiality obligation does not apply where disclosure is required by law. If the Client wishes a Professional or Candidate to be bound by a confidentiality obligation, the Client shall inform Eyes & Ears and provide a copy.

Eyes & Ears is not responsible for compliance with such confidentiality obligations and shall not be liable for any penalty or damages resulting from breach thereof.

Verification of Identity

The Client acknowledges that it is responsible for verifying the identity of each Candidate and/or (Self-Employed) Professional and shall carefully inspect an original, valid identity document.

Anti-Discrimination

Both Parties confirm that, in entering into and performing the Agreement and providing the Services, they shall only consider requirements relevant to the position and shall not discriminate on the basis of religion, belief, political opinion, gender, race, nationality,

sexual orientation, marital status, disability, chronic illness, age, or any other prohibited ground.

Privacy

In the cooperation between the Parties, personal data — particularly of Candidates and Professionals — are exchanged.

The Parties confirm that such data shall always be handled in compliance with the General Data Protection Regulation (“GDPR”) and related laws and regulations.

Both Parties qualify as data controllers under the GDPR unless the cooperation clearly indicates that one Party acts as processor on behalf of the other.

In such a case, the Parties shall enter into a data processing agreement.

The processing of personal data of contact persons is subject to Eyes & Ears’ Privacy Statement, available on our website.

The Client indemnifies Eyes & Ears against all claims from Candidates, Professionals, Client employees, or other third parties in connection with any breach by the Client of this article and shall reimburse all related costs incurred by Eyes & Ears.

Digital Processes

Where Eyes & Ears uses Digital Processes for the provision of Services, the procedures and instructions stated within those processes apply, as well as the conditions in this article.

Legal acts performed through Digital Processes and the procedures contained therein are validly executed.

The Client confirms that users of login credentials are authorised to represent the Client legally via the Digital Processes.

The Client shall only use the Digital Processes itself and solely for the purpose for which access is granted.

It is not permitted to access or use the Digital Processes through automated systems or to establish a link between the Digital Processes and any automated system without Eyes & Ears’ prior written consent.

Login credentials for accessing and using Digital Processes are personal and must be treated as strictly confidential.

The Client is responsible and liable for all use and misuse of these credentials. Eyes & Ears endeavours to ensure maximum availability and quality of the Digital Processes but cannot guarantee uninterrupted or error-free operation.

Eyes & Ears may temporarily suspend availability or deny access (temporarily or permanently) and terminate the right of use.

Eyes & Ears takes appropriate technical and organisational security measures. Despite such measures, it is not possible to completely exclude contamination, unauthorised use, or accidental loss of data.

Eyes & Ears shall not be liable if Client data are affected, lost, or accessed by unauthorised persons, except in cases of wilful misconduct or gross negligence by Eyes & Ears.

If a link exists between the Digital Processes and the Client's systems, the Client shall take adequate measures to protect the Digital Processes and related data from damage, misuse, and unauthorised access through the link.

Eyes & Ears may impose requirements and may suspend the link if it deems the Client's security insufficient.

Although Eyes & Ears takes care in compiling information within the Digital Processes, it cannot guarantee its accuracy or completeness as it depends on third parties, processes, and technology.

The Client is responsible for the information and data it uploads to the Digital Processes and must ensure accuracy. This information and data must never be misleading, offensive, discriminatory, or otherwise unlawful.

Eyes & Ears reserves the right to delete such content immediately.

If Eyes & Ears uses the Client's or third-party systems at the Client's request, the Client confirms and guarantees that:

- all requirements and obligations under the GDPR are complied with;
- it is responsible for further processing of any data provided by Eyes & Ears and indemnifies Eyes & Ears against all claims from Candidates, Professionals, or third parties for breaches of this article and shall reimburse all related costs;
- Eyes & Ears shall not be liable for any act, omission, or shortcoming resulting from the use of such systems.

Final Provisions

If one or more provisions of these General Terms and Conditions are invalid, void, or annulled, the remaining provisions shall remain in effect.

Invalid or unenforceable provisions shall be replaced with provisions that best reflect their intent and purpose.

Eyes & Ears may transfer its rights and obligations under the Agreement to a third party, for which the Client hereby grants advance consent.

The Client may not transfer any rights or obligations to a third party without Eyes & Ears' explicit written consent.

All Eyes & Ears offers (including proposals, quotations, and price estimates) are non-binding and only become binding upon written confirmation of an Agreement by Eyes & Ears .

If a Service commences without written approval by the Client, this shall be deemed acceptance by the Client.

Eyes & Ears may amend or terminate the Agreement immediately in special circumstances — foreseen or unforeseen — where continuation cannot reasonably be expected of Eyes & Ears.

Examples include changes in collective labour agreements or laws and regulations affecting the provision of personnel.

Provisions intended by their nature to survive termination (including those relating to payment, liability, intellectual property, confidentiality, privacy, and applicable law) shall remain in force after termination of the Agreement.

The Client confirms and declares that neither its organisation, subsidiaries, nor its directors or employees appear on sanctions lists or have been involved in claims, proceedings, or investigations concerning economic sanctions.

The Client guarantees that it and its subsidiaries do not act in violation of economic sanctions and are not engaged in activities that could cause Eyes & Ears to breach such sanctions.

These General Terms and Conditions agreements, and all related legal acts between Eyes & Ears and the Client are governed by Dutch law.

All disputes arising from or related to any legal relationship between the Parties shall be submitted exclusively to the competent court of the District Court of Midden-Nederland (the Netherlands).