



**TERMS AND CONDITIONS**

*The Terms and Conditions of Teqoia have been filed with the clerk's office of the court in Rotterdam under number 16/2019 dated 21 February 2019*

## **Article 1. Definitions**

- 1.1 **Terms and Conditions:** these Terms and Conditions as filed with the Registry of the court in Rotterdam on 21 February 2019 under number 16/2019.
- 1.2 **Teqoia:** one or more of the following legal entities entitled to act under the name Teqoia: Teqoia Engineering and Construction Services B.V., with its registered office in Rotterdam, C.O.C. number 27225266; Teqoia Engineering B.V., with its registered office in Vlissingen, C.O.C. number 16070254.
- 1.3 **Commissioning Party:** any natural person or legal entity that has concluded or wishes to conclude an Agreement with Teqoia as well as its representatives, agents and legal successors.
- 1.4 **Quotation:** a verbal or written offer of Teqoia to have work executed by specialists and/or Services provided to the Commissioning Party under defined conditions.
- 1.5 **Project:** the work executed by a Specialist on behalf of Teqoia for the Commissioning Party.
- 1.6 **(Project)Agreement:** the Engagement Agreement between the Commissioning Party and Teqoia where Teqoia makes a Specialist available, whether or not at the location of the Commissioning Party, to execute work for the Commissioning Party and/or provide Services to the Commissioning Party.
- 1.7 **Specialist:** any natural person who executes or will execute (project) work on behalf of Teqoia for the duration of an Agreement, whether or not on site, for the Commissioning Party. A Specialist is also to be understood as Candidate.
- 1.8 **Secondment:** Teqoia's service whereby Teqoia makes a specialist available to the Commissioning Party for the duration of a Project or for a fixed term, to execute work under conditions agreed in advance.
- 1.9 **Services:** Teqoia's services aimed at Secondment of specialists and related services.
- 1.10 **Candidates:** any natural person who is introduced by Teqoia to the Commissioning Party, or with whom the Commissioning Party has come into contact through Teqoia with the intention of entering into an employment relationship with the Candidate or to have the Candidate made available to the Commissioning Party. The introduction takes place when Teqoia sends the curriculum vitae of a Specialist to the Commissioning Party or when a Specialist has undergone an intake interview with the Commissioning Party through Teqoia.

## **Article 2. Applicability**

- 2.1 These Terms and Conditions apply to all Agreements and Quotations of Teqoia, whether or not recorded in writing to the extent they relate to the execution of work by Teqoia Specialists or the provision of Services for the benefit of Commissioning Parties.
- 2.2 These Terms and Conditions replace all previous versions of Terms and Conditions of the companies referred to in Article 1.2.
- 2.3 These Terms and Conditions do not apply to Recruitment & Selection assignments that Teqoia conducts for the Commissioning Party.
- 2.4 Unless agreed otherwise in writing between Teqoia and the Commissioning Party, the provisions of these Terms and Conditions also apply in full to any Quotation or Agreement that builds on or results from an earlier concluded agreement to which these Terms and Conditions have been declared applicable.
- 2.5 These Terms and Conditions may not be deviated from unless the parties involved have agreed this in writing and then only for the Agreement for which the deviating agreements have been made. Deviation from these Terms and Conditions must once again be agreed in writing for each new or subsequent Agreement.
- 2.6 Any (purchasing) Terms and Conditions of the Commissioning Party are not applicable unless Teqoia has expressly accepted them in writing.
- 2.7 If one or more of these conditions prove to be null and void or are nullified, the other provisions of these Terms and Conditions will continue to apply to the Agreement in full.

## **Article 3. Quotation and Agreement**

- 3.1 The Commissioning Party shall provide Teqoia with accurate information regarding the content, professional qualifications, working hours, working time, workplace and working conditions relating to the project work to be executed by the Specialist, as well as the duration of the Project. On the basis of this information provided by the Commissioning Party, Teqoia selects the specialists eligible for the Project.
- 3.2 Teqoia will, to the best of its ability, introduce one or more Candidates to the Commissioning Party who can execute the project work for the Commissioning Party. The Commissioning Party will be given the opportunity to interview the introduced Candidates if it so wishes.
- 3.3 If an introduction does not lead to an actual Agreement, the Commissioning Party is not permitted to employ the relevant Candidate(s) within twelve months of being proposed, without Teqoia's written consent, or to let them work for Teqoia in any other way, directly or indirectly, regardless of the type of employment relationship. In case of violation thereof, the Commissioning Party shall owe Teqoia an immediately payable fine of € 50,000 for each violation, and an immediately payable fine of € 1,500 for each day that the violation continues, without prejudice to Teqoia's right to claim full compensation instead of this fine.
- 3.4 A Quotation does not bind Teqoia and only serves as an invitation to enter into an Agreement.

- 3.5 An Agreement is concluded by the Commissioning Party's acceptance of a Quotation or if Teqoia actually implements a Quotation. If Teqoia, at the request of the Commissioning Party, provides any Service before an Agreement has been concluded, the Commissioning Party shall pay Teqoia for this in accordance with the rates offered in the Quotation.
- 3.6 By means of an order confirmation, Teqoia confirms that the Agreement has been concluded. Unless the Commissioning Party has lodged an objection in writing within five days after the order confirmation has been sent, the order confirmation shall be deemed to accurately and fully represent the Agreement.
- 3.7 Any changes to the Agreement are only binding if they have been confirmed by Teqoia in writing.

#### **Article 4. Execution of the Assignment**

##### **4.1 Working hours and workshop**

- 4.1.1 The normal working hours for a specialist is 8 hrs per day and 5 days per week.
- 4.1.2 Overtime is deemed to be overtime if work is executed in excess of the normal working hours per day or per week at the Commissioning Party's or in the sector concerned, or in excess of the hours set by the schedule.
- 4.1.3 The Commissioning Party undertakes to grant the Specialist engaged by Teqoia access to the place where the project work will be executed, as indicated in the Agreement, as well as to enable him/her to execute the project work under the Commissioning Party's usual working conditions.
- 4.1.4 The Commissioning Party may not have a Specialist execute work outside the Netherlands without Teqoia's prior written consent. In order to obtain this consent the Commissioning Party must inform Teqoia of the country and place where the project work will be executed as well as of the (estimated) duration of the project work. Once written consent has been granted, Teqoia may revoke it at any time. The Commissioning Party must allow the Specialist to return to the Netherlands immediately as soon as Teqoia withdraws its consent once granted.
- 4.1.5 The Commissioning Party is allowed to have a Specialist execute work for third parties without Teqoia's prior written consent. In this context "third party" shall also be understood as a person or legal entity with whom the Commissioning Party is affiliated in a group and/or group of companies.
- 4.1.6 Specialists will take holidays as the possibilities permit in consultation with Commissioning Party.

##### **4.2 Working conditions**

- 4.2.1 The Commissioning Party declares that it is aware of the fact that it is designated as employer in the Occupational Health and Safety Act. The Commissioning Party is towards the Specialist and Teqoia responsible to comply with the obligations in accordance with Article 7:658 Of the Dutch Civil Code, the Occupational Health and

Safety Act and the related legislation and regulations, in the field of the safety at the workplace and good working conditions in general.

- 4.2.2 The Commissioning Party will ensure that the Specialist is fully instructed before the start of the project work about the prevailing safety rules at the Commissioning Party's workplace(s) and any risks associated with the workplace(s) or the work to be executed, as well as the general risks. It is the Commissioning Party's responsibility to monitor and ascertain that, during the period in which he executes project work for the Commissioning Party, the Specialist complies with the regulations and prescriptions as they apply at the Commissioning Party's.
- 4.2.3 If the Specialist suffers an occupational accident or an occupational disease, the Commissioning Party will, if required by law, inform the competent authorities without delay and ensure that a written report of this event is made immediately. The report shall record the circumstances of the accident in such a way that it can be ascertained with reasonable certainty whether and to what extent the accident was caused by the fact that insufficient measures had been taken to prevent the accident or occupational disease. The Commissioning Party informs Teqoia as soon as possible about the occupational accident or the occupational disease and submits a copy of the report drawn up. Teqoia reserves the right to have an independent investigation carried out.
- 4.2.4 The Commissioning Party shall indemnify the Specialist and Teqoia against all damage (including costs (including the actual costs of legal assistance) suffered by the Specialist in the context of the execution of the project work, if and to the extent that the Commissioning Party and/or Teqoia is liable for such damage in accordance with Article 7:658 and/or Article 7:611 Of the Dutch Civil Code.
- 4.2.5 If the occupational accident results in death, the Commissioning Party shall be obliged to compensate damage including costs (including the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons mentioned in that article.
- 4.2.6 The Commissioning Party will compensate the Specialist for any damage suffered by the Specialist as a result of the damage or destruction of an item belonging to him and which has been used in the context of the assigned project work.
- 4.2.7 The Commissioning Party will take out adequate insurance against liability under the provisions of this Article 4.2. At Teqoia's request, the Commissioning Party will provide proof of insurance.

### **4.3 Replacement of a Specialist**

- 4.3.1 If a Specialist temporarily unable to execute the agreed project work for an expected period of less than eight weeks because of incapacity for work, holidays or otherwise, Teqoia shall not be obliged to arrange for the replacement of this employee.
- 4.3.2 In the event of temporary occupational incapacity, (expected) longer than eight weeks, Teqoia and the Commissioning Party will consult each other within a short time about the necessity or possibility of replacing the Specialist. The Commissioning Party will provide the opportunity for Teqoia to arrange for adequate replacement before seeking replacement from a third party.
- 4.3.3 In the event of a Specialist's incapacity for work, Teqoia shall never be obliged to pay any compensation to the Commissioning Party.

- 4.3.4 If a Specialist has acted in violation of the Commissioning Party's usual (house) rules, Teqoia will be immediately consulted so that, depending on the gravity of the violation, Teqoia can take adequate measures such as reprimanding, issuing a warning, replacement or even dismissal.
- 4.3.5 Specialists who during the term of the Project have demonstrably higher qualifications in terms of expertise, education and experience can be replaced by Teqoia in consultation with the Commissioning Party. If the Commissioning Party objects to this, Teqoia shall be entitled to increase the hourly rate to the rate that Teqoia normally applies for that higher level.

#### **4.4 Administration of the work**

- 4.4.1 For the progress of the (project) work to be executed in the context of the Agreement, Specialist will keep a weekly statement of the hours worked. The Commissioning Party is obliged to ensure that the number of hours worked, overtime and days off is filled in correctly and clearly and that the weekly statement is signed for approval by the Commissioning Party.
- 4.4.2 By signing the timesheet, the Commissioning Party also declares to agree with the content and quality of the project work executed in the relevant week.
- 4.4.3 The Commissioning Party is the responsible (signing) authority of its personnel and accepts the responsibility for signing the timesheets. In the event of any discrepancy between a weekly statement submitted to Teqoia and the copy retained by the Commissioning Party, the copy submitted to Teqoia will be considered correct unless the Commissioning Party can prove otherwise.

### **Article 5. Reimbursement and invoicing**

#### **5.1 Rates**

- 5.1.1 Teqoia and the Commissioning Party agree on a rate per hour worked by the Specialist for Commissioning Party.
- 5.1.2 The Commissioning Party will provide Teqoia with all relevant information on applicable collective labour agreements, job profiles and remuneration structures, so that the agreed rate can be determined in such a way that all laws and regulations, including the hirer's remuneration, are complied with. If it appears that the Commissioning Party has not provided any, incomplete or incorrect information and for that reason an incorrect rate has been applied, all related costs such as but not limited to a new rate setting, wage supplements, back payments, (salary) administration costs will be at the expense of the Commissioning Party.
- 5.1.3 For the setting of overtime rates, Teqoia will follow the overtime rates used by the Commissioning Party. If the Commissioning Party does not apply its own fixed overtime percentages, the following percentages shall apply:
  - First two overtime hours Mon - Fri: 125%
  - After two overtime hours Mon - Fri: 150%
  - Saturday hours: 150%
  - Sundays and public holidays: 200%

- 5.1.4 Travel expenses for commuting and business trips are limited to a maximum of € 0.28 per kilometre. If the travelling time before a single trip under normal circumstances longer is then one hrs, journey exceeds one hour under normal circumstances, the additional travel time shall be regarded as working time.
- 5.1.5 Expenses reasonably incurred to execute the (project) work may be declared to the Commissioning Party. The Commissioning Party may require prior permission for this.
- 5.1.6 If Commissioning Party requires the Specialist to follow a training course, the Commissioning Party will bear the costs of it. Hours spent on such training shall be considered as regular hours worked for the Commissioning Party.

## **5.2 Change of rates**

- 5.2.1 Teqoia is entitled to increase the rates and/or (costs) compensations annually, on 1 January, in accordance with the CBS price index for Collective Wage per hour including special remuneration for personnel in the “business services”, without prejudice to the provisions of Article 5.2.2.
- 5.2.2 Teqoia is at all times entitled, without the explicit and prior consent of the Commissioning Party, to carry out one or more cost increases in the interim, in full, proportionally and even with retroactive effect in the hourly rate and/or (cost) compensation if the (expected) increase in the costs is the result of:
- (a change of) the collective labour agreement, the terms of employment of the Specialist, wages and/or hirer’s remuneration,
  - (a change in) the laws and regulations, including (the implementation of) employment law, social law and/or tax law and regulations or any (generally) binding regulation;
  - expenditure to be incurred by Teqoia and/or provisions to be made in the area of training, (sickness) absenteeism, inactivity, dismissal and the like.
- 5.2.3 Any change in the rate will be notified to the Commissioning Party as soon as possible.

## **5.3 Invoicing**

- 5.3.1 Invoicing is done weekly on the basis of a (subsequent) calculation of the number of hours worked or actually spent, plus travel expenses and expenses incurred.
- 5.3.2 Teqoia specify invoices according to the nature of the hours and costs and will refer to the Project for which and the period for which the invoice has been drawn up, as well as to which Specialist(s) the invoice relates.
- 5.3.3 If Commissioning Party fails to deliver the approved number of hours worked in a timely, correct and complete manner, Teqoia is entitled to calculate the invoices in a manner to be determined by it, whereby it will be guided by what is reasonable, given the circumstances of the case.
- 5.3.4 Claims regarding any invoice must be submitted to Teqoia in writing within eight calendar days of the invoice date. After this period, the Commissioning Party’s right to complain will lapse. If a complaint is submitted, the Commissioning Party cannot nevertheless invoke suspension of the payment obligation or setoff.

## **5.4 Payment**

- 5.4.1 The Commissioning Party must pay within fourteen days after the invoice date without any discount, set-off or debt compensation.
- 5.4.2 In the absence of full payment within the set term, the Commissioning Party will be immediately in default, without any notice of default or judicial intervention being required.
- 5.4.3 Only payments made to Teqoia itself or to a legal entity authorised by Teqoia to collect the amounts referred to in Paragraph 1 of this Article on its behalf, will be released from liability. Payments directly to Specialists or the provision of advances to Specialists are not permitted and are not binding and can never constitute grounds for settling debts or set-off.
- 5.4.4 If an invoice from Teqoia has not been paid within the period referred to in Paragraph 1 of this Article, the Commissioning Party will owe interest on the outstanding amount of 3% per calendar month or the statutory interest rate, whichever is the higher, after this period, without any warning or notice of default being required. In this context, part of a calendar month shall be considered to be a whole calendar month. The Commissioning Party shall also owe extrajudicial collection costs amounting to at least 15% of the principal sum plus statutory (commercial) interest, without prejudice to the Commissioning Party's obligation to reimburse Teqoia for the actual (extra)judicial collection costs insofar as they exceed this amount.
- 5.4.5 Teqoia reserves the right to withdraw from the Specialist in the event that the Commissioning Party, even after having been summoned to do so, remains in default of payment of the relevant Teqoia invoice(s).
- 5.4.6 Teqoia is at all times entitled, before making Specialists available or continuing a service already started, to demand sufficient security for the fulfilment of the Commissioning Party's payment obligations. If the Commissioning Party does not provide the requested security or does not provide it in a sufficient manner in Teqoia's opinion, Teqoia has the right to dissolve the Agreement without judicial intervention. Invoices for services provided before the dissolution shall remain payable by the Commissioning Party to Teqoia and shall become immediately payable at the time of the dissolution.

## **Article 6. Obligations arising from the Workers Allocation By Intermediairs Law (Waadi)**

- 6.1 In accordance with the provisions of Article 7a of the Waadi Act, the legal entities referred to in Article 1.2 have been registered with the Chamber of Commerce as companies that provide labour.
- 6.2 The Commissioning Party declares to be familiar with Articles 8 (equal treatment), 8a (access to company facilities or services in the hiring company), 8b (notification of vacancy) and 10 (prohibition making available in the event of an industrial dispute) of the Waadi Act and to ensure that these Articles are fully and correctly complied with.

## **Article 7. Liability**

- 7.1 As a good contractor, Teqoia is obliged to make every effort to properly execute the Agreement or have it executed. If and to the extent that Teqoia fails to comply with this obligation, Teqoia shall, with due observance of the provisions of Paragraph 3 below, be obliged to compensate the Commissioning Party for any direct damage resulting



therefrom, provided that the Commissioning Party submits a written complaint to Teqoia about this within a short time, but no later than one month after the damage has arisen or has become known, and demonstrates that the damage is the direct result of an attributable shortcoming on the part of Teqoia.

- 7.2 To the extent necessary and contrary to the provisions of the preceding Paragraph, Teqoia shall not be liable for any damage resulting from the incorrect choice of a Specialist unless the Commissioning Party submits a written complaint to Teqoia within seven calendar days of commencement of the project work to be executed by the Specialist, demonstrating that the incorrect choice is the direct result of intent or wilful recklessness on the part of Teqoia.
- 7.3 Any liability and/or obligation on the part of Teqoia to compensate the Commissioning Party for damage, under these Terms and Conditions or for any other reason whatsoever, is limited to a maximum of the amount that Teqoia has charged the Commissioning Party in the four weeks immediately prior to the damage, such to a maximum of € 10,000 per damage case. This maximum shall cease to apply in the event of intent or wilful recklessness on the part of Teqoia. Teqoia's liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to company stagnation, is excluded in all case.
- 7.4 Teqoia shall in any case not be in default towards the Commissioning Party and shall not be obliged to compensate any damage:
- a. if the contacts between the Commissioning Party and Teqoia prior to a possible Agreement, including a concrete request from the Commissioning Party to have a Specialist execute project work, for whatever reason do not lead to the actual start of the project work to be executed by a specialist;
  - b. thirty days after the project work executed by the Specialist has been completed;
  - c. if Teqoia, for whatever reason, cannot or can no longer have a Specialist execute project work for the Commissioning Party in accordance with the Agreement;
  - d. if the damage has occurred as a result of incorrect or insufficient information on the part of the Commissioning Party or third parties engaged by the Commissioning Party.
- 7.5 Teqoia is not liable towards the Commissioning Party for damage and losses that Specialists cause to the Commissioning Party or to third parties.
- 7.6 Teqoia is not liable towards the Commissioning Party for obligations that Specialists have entered into with or that have arisen for them towards the Commissioning Party or third parties, whether or not with the consent of the Commissioning Party or those third parties.

## **Article 8. Termination of the agreement**

- 8.1 Unless expressly agreed otherwise, an Agreement between the Commissioning Party and Teqoia will be entered into for the duration of a Project or for a definite period of time. The Agreement deemed to have been completed if the Commissioning Party has notified Teqoia in writing of the termination of the Project.
- 8.2 If the Commissioning Party no longer wishes to use the Specialist for the agreed project work, the Commissioning Party may terminate the Agreement with a notice period of two months. During this notice period, Teqoia is entitled to invoice the hours that the

Specialist would (may) have worked under normal circumstances at the agreed rate, even if the Commissioning Party no longer deploys the Specialist for project work.

- 8.3 If the Commissioning Party or Teqoia fails to fulfil his obligations under the Agreement, Teqoia or the Commissioning Party - in addition to the provisions of the Agreement - is entitled to terminate the Agreement out of court by registered letter. The termination will only take place after the Commissioning Party or Teqoia has been warned of the notice of default in writing and has been given a reasonable period of time to remedy the serious shortcoming.
- 8.4 Furthermore, Teqoia is entitled, without any warning or notice of default being required, to terminate the Agreement in whole or in part outside of court by means of a registered letter with immediate effect if:
- a. The Commissioning Party (temporary) applies for its own bankruptcy or is granted (temporary) declared bankrupt;
  - b. Commissioning Party requests its own bankruptcy or is declared bankrupt;
  - c. The Commissioning Party's company is liquidated;
  - d. The Commissioning Party ceases its current business;
  - e. a substantial part of the Commissioning Party's assets is seized, or if the Commissioning Party should otherwise no longer be deemed able to fulfil its obligations under the Agreement.
- 8.5 Amounts for performances that Teqoia has delivered to the Commissioning Party prior to the termination, remain due and payable by the Commissioning Party and become immediately due and payable upon termination.
- 8.6 An Agreement between the Commissioning Party and Teqoia ends, without Teqoia being obliged to pay any compensation, by operation of law at the time that Teqoia can no longer make a Specialist engaged by Teqoia available to the Commissioning Party because the (employment) agreement between Teqoia and the Specialist has been terminated. In that case, Teqoia shall inform the Commissioning Party within a short period of time of a (work) agreement that has been terminated. The termination of the Agreement between the Commissioning Party and Teqoia shall take effect if Teqoia is able to supply an equivalent Specialist for this work.

## **Article 9. The establishment of an employment relationship with specialists by the Commissioning Party**

- 9.1 The acquisition of Specialists by the Commissioning Party is not permitted without Teqoia's prior written consent.
- 9.2 If during the term of the Agreement, or within twelve months after termination of the Agreement, the Commissioning Party, either directly or through one of its operating companies or subsidiaries or affiliated companies or (a) third party(-ies) hired by the Commissioning Party enters into an employment relationship with the Specialist concerned (including but not limited to an assignment or employment agreement), the Commissioning Party forfeits to Teqoia an immediately payable fine of € 50,000 for each violation and an immediately payable fine of € 1,500 for each day that the violation continues, all this without prejudice to Teqoia's right to claim full compensation instead of this fine.

## **Article 10. Force majeure**

- 10.1 In the event of force majeure on the part of Teqoia, its obligations under the Agreement shall be suspended for as long as the situation of force majeure continues. However, this suspension shall not apply to obligations to which the force majeure does not relate and which have already arisen prior to the occurrence of the force majeure. Force majeure is understood to mean any circumstance beyond the control of Teqoia that permanently or temporarily prevents Teqoia from fulfilling the Agreement and which should not come at its risk either by virtue of the law or according to standards of reasonableness and fairness.
- 10.2 As soon as a situation of force majeure as referred to in Paragraph 1 of this Article occurs at Teqoia, Teqoia will inform the Commissioning Party accordingly.
- 10.3 Insofar as not already included, force majeure also includes: strike, company lock-out, blockades, embargo, government measures, war, revolution and/or similar situation power failures, malfunctions in electronic communication lines, fire, explosions and other calamities, water damage, flooding, earthquake and other natural disasters, as well as extensive disease of epidemiological nature of personnel.
- 10.4 If the force majeure has lasted three months, or as soon as it has been established that the force majeure will last longer than three months, each of the parties is entitled to terminate the Agreement prematurely without observing any notice period. Even after such termination of the Agreement, the Commissioning Party is obliged to pay Teqoia the amounts owed to Teqoia, which relate to the period before the situation of force majeure.
- 10.5 During the state of force majeure, Teqoia shall not be obliged to compensate any damage suffered by or at the premises of the Commissioning Party, nor shall it be obliged to do so after termination of the Agreement as referred to in Paragraph 4 of this Article.

#### **Article 11. Protection of personal data**

- 11.1 The Commissioning Party will receive personal data from Teqoia from Specialists. Teqoia is the Controller for this personal data. The Commissioning Party is the processor.
- 11.2 Teqoia and the Commissioning Party comply with all relevant requirements within the framework of the General Data Protection Regulation and other relevant legislation. Both Parties will take the necessary technical and organisational measures to prevent the unlawful use or loss of (personal) data.
- 11.3 The Commissioning Party will process the personal data received from Teqoia in the context of the execution of the Agreement exclusively within the context of execution of this Agreement and in accordance with Teqoia's guidelines and instructions.
- 11.4 The Commissioning Party will receive personal data from Teqoia from Specialists. If the Commissioning Party decides not to hire an offered Specialist, the Commissioning Party will destroy the personal data provided by Teqoia within one week.
- 11.5 If the Commissioning Party decides to hire an offered Specialist, it will establish the identity of the Specialist at the start of the Agreement on the basis of the original identity document. The Commissioning Party will regulate its administration in such a way that the identity of the Specialist can be demonstrated.

- 11.6 The Commissioning Party will treat the personal data of Specialists of which it has knowledge within the context of the Agreement confidentially and will process these in accordance with the provisions of the General Data Protection Regulation and other relevant legislation.
- 11.7 In the event of a data leak, in which there is a risk of loss or unlawful processing of personal data of the Specialists made available to Teqoia, the Commissioning Party is obliged to notify the Dutch Data Authority and Teqoia within the statutory period. If necessary, Teqoia will inform the workers concerned.
- 11.8 Teqoia shall not be liable for any penalties or claims imposed on the Commissioning Party because the Commissioning Party has failed to comply with its obligations as referred to in this Article.
- 11.9 If any claims are made against Teqoia for non-compliance by the Commissioning Party with the obligations referred to in this Article, the Commissioning Party shall compensate Teqoia in full for the related damage, including the costs of legal assistance.

## **Article 12. Other**

- 12.1 If any term and/or provision contained in these Terms and Conditions conflicts with any term and/or provision contained in the Agreement, the (text of the) Agreement shall prevail.
- 12.2 Teqoia is entitled to amend these Terms and Conditions from time to time. Teqoia will make amended Terms and Conditions available to the Commissioning Party(-ies) in a timely manner as the occasion arises.
- 12.3 All Agreements entered into by Teqoia shall be governed by Dutch law.
- 12.4 Any disputes arising from or related to a legal relationship between the Parties to which these Conditions apply shall be settled in the first instance by the competent court in Rotterdam.