

GENERAL TERMS AND CONDITIONS

regarding the supply of Professionals by

- Atlas Services Group Merchant B.V., Chamber of Commerce registration no. 24258479
- Atlas Professionals Flex Services B.V., Chamber of Commerce registration no. 33301790
- Atlas Professionals Public Marine Services B.V., Chamber of Commerce registration no. 33189353
- Atlas Services Group Energy B.V., Chamber of Commerce registration no. 33266137
- Atlas Services Group Geophysics B.V., Chamber of Commerce registration no. 34176122
- Atlas Consultancy Services B.V., Chamber of Commerce registration no. 28100513

Article 1 Definitions

The following definitions shall apply to these general terms and conditions:

General Terms and Conditions

The present general terms and conditions, as filed with the Chamber of Commerce.

Assignment:

The agreement made between the Client and the Provider based on which (and each time, as the case may be) the Provider's Professionals are supplied to the Client in order to perform activities under its supervision and management, against payment of the Fee by the Client to the Provider.

Confirmation of the Assignment:

The written confirmation from the Provider to the Client, stating that the Provider's quotation, which has been accepted by the Client, will be executed.

Client:

Each legal entity to whom the Provider shall supply Professionals against payment of the Fee, in order to perform activities under its management and supervision, other than by virtue of an employment agreement concluded with Professionals.

Fee:

The compensation to be paid by the Client to the Provider for the supply of Professionals to the client, which compensation shall be agreed on the basis of a rate per unit of time and which may be adjusted afterwards in accordance with the Assignment and these General Terms and Conditions.

Provider:

Atlas Services Group Merchant B.V. or Atlas Professionals Flex Services B.V. or Atlas Professionals Public Marine Services B.V. or Atlas Services Group Energy B.V. or Atlas Services Group Geophysics B.V. or Atlas Consultancy Services B.V., supplying Professionals to the Client based on an Assignment agreed with the Client.

Professional:

Each natural person either employed by the Provider ("**Employee**") or working as a self employed consultant engaged through the Provider ("**Self Employed Consultant**"), who is supplied to the Client for the performance of activities under the Assignment against payment of the Fee.

Article 2 Applicability

1. These General Terms and Conditions shall apply to all quotations, Assignments and other agreements made by the Provider regarding the supply of Professionals by the Provider to the Client in order to perform activities for, for the benefit of, and under the management of that Client or, as the case may be, its enterprise.
2. Any general terms and conditions of purchase or other terms and conditions of the Client shall not apply to the legal relation between the Client and the Provider and are hereby explicitly renounced. Any arrangements made contrary to these General Terms and Conditions shall apply only if they are agreed in writing.
3. These General Terms and Conditions may be amended or supplemented from time to time. The amended General Terms and Conditions will then also apply to quotations, Assignments and other agreements already entered into regarding the supply of Professionals by the Provider to the Client, with effect from one month after written notice of the amendment.

Article 3 Establishment of the Assignment

1. An Assignment shall be established by means of a written confirmation supplied by the Provider that the Client has accepted the Provider's quotation in writing or when the Provider effectively supplies Professionals to the Client.
2. Any specific terms and conditions under which the Provider will supply Professionals to the Client are set forth in the Assignment.
3. All quotations, regardless of the manner in which they are made, shall be free of engagement.

Article 4 Selection

1. Before the Assignment is given, the Client shall describe as accurately as possible which job the Professional to be supplied will exercise, including the applicable job requirements, working hours, number of working hours, duties, location, working conditions and the intended term of the Assignment.
2. Based on the information referred to under paragraph 4.1 above as provided by the Client and on the Provider's information on the Professionals' qualities, skills and availability, the Provider shall select the Professionals.
3. The selection of the Professionals to be supplied to the Client shall be entirely at the Provider's discretion.
4. In the event that already supplied Professional become unfit for work or in the event that it becomes apparent during the probation period (if agreed) that the Professional do not meet the Client's requirements, the Client shall inform the Provider thereof without delay. In any such event, the Provider shall do whatever is reasonably within its power to provide for a proper replacement, in consultation with the Client.
5. The Provider shall not be liable for Professionals, which do not meet the requirements set by the Client, save if and insofar as the Client can provide evidence for gross negligence on the part of the Provider with regard to the selection. Any complaint regarding such an event is no longer admissible if it has not been filed by the Client to the Provider, in writing and stating the reasons for the complaint, as soon as possible after it has been established or could reasonably have been established, but in any event within 7 (seven) days after the actual commencement of the activities by the Professional.

Article 5 Professional employment, instructions and supervision

1. Any Professional, with the exception of Self Employed Consultants, supplied to the Client shall be and remain employed by the Provider.
2. During the period of time that any Professional is working for the Client, except if it concerns a Self Employed Consultant, the Client shall be required to provide instructions and supervision to this Professional, provided that the Client shall behave in the same scrupulous manner vis-à-vis the Provider's Professionals as it is required to behave vis-à-vis its own employees.
3. The Client shall not be permitted to have the Professional perform another job or other activities than the job or activities agreed upon entering into the Assignment, without the Provider's prior written approval. The provisions of this paragraph shall apply accordingly to any alteration of the number of working hours agreed under the Assignment.

Article 6 Working hours and amount of working hours

1. The working hours and amount of working hours of the Professional supplied to the Client shall be agreed in the Assignment with due observance of the provisions of these General Terms and Conditions.
2. Unless agreed otherwise in the Assignment, the amount of working hours, the working hours and breaks of the Professionals shall be equal to the relevant times and hours usually applied in the Client's enterprise, unless explicitly agreed otherwise in writing. The Client warrants that the amount of working hours, the working hours and breaks shall be in accordance with the legal requirements. The Client shall see to it or have others see to it that the Professionals do not work in excess of the legally permitted working hours and the agreed amount of working hours.

Article 7 Scope and term of the Assignment

1. The Assignment sets out the specific terms and conditions under which Professionals are made available to the Client. The Assignment may not be terminated as long as Professionals have been made available to the Client.
2. The Client must notify the Provider of the expected term of the posting, based on which the Provider can determine the nature and term of the employment contract with the Professionals.
3. If the employment contract includes the temporary employment clause, no period of notice needs to be observed by the Provider, the Professional and/or the Client if they wish to terminate the posting early, unless otherwise agreed in writing.
4. If the employment contract does not include the temporary employment clause, the employment contract is deemed to be a fixed-term or an indefinite term contract. In that case the Client may terminate the posting early only on condition that the payment obligations in connection with the posting remain in effect until the expiry of the agreed term of posting. The Provider will then be entitled to (continue to) charge the Client's fee to the Client for the agreed term of posting in accordance with the usual or anticipated work pattern of the Professionals, except as otherwise agreed in writing by the Provider and the Client.
5. If the Client wishes to terminate a posting when nothing has been agreed about the term of posting and the Professional works under a fixed-term or an indefinite term employment contract, a period of notice of one month applies.
6. If the reason for termination is a dispute with the Professional or a conflict, the Client must notify the Provider accordingly in a timely manner. The Provider will then investigate whether the dispute or the conflict can be resolved.

7. In connection with its notice obligation to the Professional, the Provider may request the Client at least five weeks before the end of a fixed-term employment contract to state whether it intends to continue the posting. The Client will then be obligated to state within three days whether it wishes to continue the posting. Any failure to provide timely or correct information to the Provider will render the Client liable to compensate the Provider in full for the costs associated with the payment to be made under Section 7:668 of the Dutch Civil Code.

Article 8 No postponement

1. The Client shall not be entitled to suspend the employment of the Professional temporarily in full or in part, unless in the event of force majeure within the meaning of article 22 of these General Terms and Conditions.
2. If the employment is suspended because of force majeure within the meaning of the preceding paragraph, the Client shall remain fully required to pay to the Provider the agreed number of hours and amount of overtime in accordance with the Fee, for the duration of the Assignment.

Article 9 Replacement and availability

1. During the term of the Assignment, the Provider shall at all times be entitled to offer replacing Professionals to the Client. The Client may refuse a proposal to that effect only if it cannot be reasonably expected of the Client to agree to the replacement. In the event described in the second sentence of this paragraph, the Client and the Provider shall find a solution in reasonable consultation.
2. If the Provider is not or no longer able to supply (replacing) Professionals, or not (or no longer) in the same manner and to the same extent as agreed when entering into the Assignment or at a later stage, this shall not constitute a breach of contract on the part of the Provider and the Provider shall not be required to pay damages or compensation of costs to the Client.
3. If in the event of a replacement, the Fee shall be determined all over again in respect of the replacing worker, in accordance with the provisions of article 13 of these General Terms and Conditions.

Article 10 Prohibition to lend out Professionals

The Client shall not be permitted to have Professionals perform activities elsewhere, or to lend out Professionals to another natural or legal person, without the Provider's explicit written approval.

Article 11 Working conditions

1. The Client shall not be permitted to have Professionals working in places, which can reasonably be assumed to present health and safety risks.
2. The Client shall be required to observe the provisions of Section 7:658 of the Dutch Civil Code and the Working Conditions Act and to comply with applicable Environmental, Health and Safety laws and internationally effective laws and regulations and any and all regulations resulting from it. In this respect, the Client shall provide Professionals with specific instructions and, if not provided by the Provider, personal protective equipment in order to prevent Professionals from suffering damage in the performance of its activities.

3. If the location or the working place where Professionals will be working is changed in relation to the agreements made upon concluding the Assignment, the Client shall inform the Provider thereof without delay. In any such event, the Provider shall have the right to terminate the Assignment with immediate effect or to attach conditions to a further continuation of the Assignment.
4. In the event of an industrial accident or an occupational disease occurring in respect of Professionals supplied to the Client, the Client shall ensure that a written report is made of it immediately, stating the facts and circumstances of the accident or the disease as accurately as possible. The Client shall inform the Provider accordingly as soon as possible and, if legally required, the authorities.

Article 12 Remuneration

1. The Provider will pay the wages, benefits and other allowances directly to the Professionals, supplied to the Client.
2. The Fee is directly proportional to the wages payable to the Professionals by the Provider. The wages, benefits and other allowances payable to the Professionals are always determined before the start of the posting or, where necessary, during the posting, and will be equal to the wages, benefits and other allowances paid to comparable employees working in equal or equivalent jobs in the service of the Client (known as the 'pay equivalence rule').
3. The following components are covered by the pay equivalence rule:
 - a. only the applicable pay determined by unit of time ('pay period wages') in the applicable salary scale;
 - b. the applicable shorter working hours; compensation for this may be paid in time and/or money, at the discretion of the Provider;
 - c. allowances for overtime, non-standard working hours, irregular hours (including public holidays allowance) and shift work;
 - d. initial pay increase;
 - e. tax-free allowances: travelling/commuting expenses, lodging expenses and other costs necessarily incurred in performing the job;
 - f. incremental pay rises.
4. Changes in rates and charges as a consequence of obligations under collective agreements and changes to or as a consequence of laws and regulations, such as tax and social security legislation and regulations, will be passed on to the Client with effect from the date of the changes in question, and will accordingly be payable by the Client even where such changes occur during the term of an Assignment.
5. The Client must inform the Provider correctly, fully and in a timely manner of the pay components covered by the pay equivalence rule referred to in this article, in order to enable the Provider to determine the Professionals' pay.
6. If the pay and other benefits and allowances of the Professionals cannot be determined in accordance with the pay equivalence rule, they must be determined based on discussions held by the Provider with the Client and the Professionals. The pay is to be determined by reference to the educational qualifications and experience of the Professionals and the competences needed to perform the job.
7. The Provider may adjust the Client's fee with retroactive effect and charge the adjusted fee to the Client if it is established that (one of) the components referred to in paragraph 12.3 has/have been determined incorrectly.

Article 13 Civil-law chain liability for wages

1. Like the Provider, the Client is jointly and severally liable to the Professionals for the payment of the Professionals' wages, unless the Client is not at fault for any underpayment.
2. For the purpose of proving that the Client is not at fault, the Client must in any case inform the Provider correctly, fully and in a timely manner of the pay components covered by the pay equivalence rule in accordance with paragraph 12.1.
3. The Provider has the legal obligation to remunerate the Professionals in accordance with the applicable rules and legislation, including the NBBU Collective Agreement for Temporary Workers (NBBU-Cao voor Uitzendkrachten).
4. If the Client wishes to obtain more detailed information about the terms and conditions of employment of the Professionals with a view to the chain liability for wages, the Client will consult about this with the Provider.
5. The Client undertakes not to request any information that is not relevant or related to the Professionals' wages. The Provider reserves the right to provide information to the Client in anonymous form. The Client is obliged to maintain the confidentiality of the information obtained with respect to the Professionals.

Article 14 Fee

1. The Fee due by the Client to the Provider for supplying Professionals shall be agreed in the Assignment with due observance of the provisions of these General Terms and Conditions.
2. The Fee agreed in the Assignment may be changed by the Provider in the event of circumstances resulting in an increase in the costs of the Professionals, in which event the increase of the Fee shall be in proportion to the increase in the costs referred to in this paragraph.
3. If any supplied Professionals are put into service in a lower position or rank than agreed between the Provider and the Client upon entering into the Assignment, the initially agreed Fee shall be maintained, irrespective of the reason for the change.
4. If any supplied Professionals are required to work in a higher position or rank than agreed between the Provider and the Client when entering into the Assignment, the initially agreed Fee shall be increased by the extra compensation which the Provider will be required to pay to the Professionals concerned as a result of the change in position/rank, irrespective of the reason for the change.
5. In the event that costs are incurred by the Provider as a result of the manner in which the business is run, and if these costs are not covered by the agreed Fee and could not be foreseen upon entering into the Assignment, like war risks, risks of rebellion and extra insurances, these costs shall be for the account of the Client.
6. If during the term of the supply of Professionals the remuneration to be paid by the Provider to the Professionals is increased as a result of any requirements on working conditions, government measures or measures from any other body pursuant to any legal provision, or if the employer's share in premiums or other social security contributions is increased as a result of social security legislation and/or tax laws, the Fee shall be increased in proportion to the amount of that increase, as from the time of that increase, and shall be due by the Client accordingly.

7. The Provider is entitled to amend the agreed Fee by a percentage equaling the price index per hour for commercial services, including special fees, as published by Statistics Netherlands (Centraal Bureau voor de Statistiek), with 2015 = 100 serving as a basis. Prices and rates will be amended annually and communicated to the Client by the Provider in writing at least one (1) month before the effective date. If the Provider increases the agreed prices and rates by a percentage higher than stated above, the Client will be entitled to give notice of termination by registered letter within thirty (30) days of receipt of notification. Such termination will apply from the date on which the change(s) become effective.
8. Unless explicitly agreed otherwise in writing, the Fee as agreed in the Assignment shall be applicable to any special training or work instructions for the benefit of the Professionals, which the Professionals has attended.

Article 15 Invoicing

1. Invoices shall be sent to the Client based on the manner of time reporting agreed with the Client in the Assignment and the relevant provisions of these General Terms and Conditions.
2. In the Assignment, the Client and the Provider may agree that time reporting shall take place by means of a time registration system, an electronic and/or automated system or by means of timesheets designed by or on behalf of the Client.
3. The Client shall ensure and be responsible for a correct, full and timely time reporting and, if Section 17 of the Law Remittance Income Tax Reduction and National Insurance Contributions ("*Wet vermindering afdracht loonbelasting en premie voor de volksverzekeringen (WVA)*") will be applicable, the provision of the IMO-crewlists to the Provider.
4. Prior to submitting the time reporting system by the Client to the Provider, the Professionals affected by the time reporting system shall be given an opportunity to check the time reports. If and to the extent that the Professionals disputes the data recorded in the time reports, the Provider shall be entitled to determine the hours and costs in accordance with the information provided by the Professionals save to the extent that the Client can provide sufficient evidence for the accuracy of the data supplied by the Client.
5. If, with due observance of the provisions of this article, time reporting is performed by means of statements of expenses to be submitted by the Professionals, the Client shall keep a copy of the statement of expense. In the event of deviations between the statement of expense submitted by the Professionals and the copy retained by the Client, the Fee to be charged shall be based on the statement of expense submitted by the Professionals to the Provider.
6. Unless expressly agreed otherwise, the time reports shall be validated by means of a written confirmation from the Provider to the Client, stating that the time reports have been received in good order.
7. If the provision of paragraph 15.3 is not complied with, the Provider shall have the right to send invoices based on the facts and circumstances known to the Provider.

Article 16 Payment

1. Unless expressly agreed otherwise in writing, the Client shall at all times be required to pay each invoice from the Provider for the supply of Professionals within 14 calendar days after the date of dispatch of the invoice.

2. Only payments made directly to the Provider will discharge the Client from its payment obligations.
3. If an invoice from the Provider is not paid within the term designated in the first paragraph of this article, the Client shall be in default as from the date of dispatch of the invoice concerned by operation of the law. As from that moment interest shall be due by the Client on the amount outstanding at 1% (one) percent per month.
4. All expenses, both costs of legal proceedings and extra-judicial costs, including costs of legal assistance, incurred on account of the recovery and collection of amounts not received in due time by the Provider, shall be for the account of the Client.
5. If the Provider deems such to be necessary in view of the Client's financial position and/or payment performance, the Client is obliged, at the request of the Provider:
 - a. to provide an advance;
and/or
 - b. to provide adequate security for the performance of its obligations to the Provider, for example by means of a bank guarantee or pledge. The size of the requested security and/or the requested advance must be in proportion to the scope of the Client's obligations in question.
6. If the Client fails to comply with a request by the Provider as referred to in the preceding paragraph 16.5, the Client will be in default by operation of law without any notice of default being required. If the Client is in default, the Provider has the right to suspend performance of its obligations under the Assignment or to terminate the Assignment with immediate effect completely or in part, without the Provider being liable to pay any compensation for this to the Client. All claims of the Provider will become due and payable on demand because of the termination.
7. The Client shall not be entitled to suspend its obligations towards the Provider, including the payment of invoices, at any time, or to set off the amount due against any claim, which the Client may have against the Provider at any time.

Article 17 Indemnity in case of direct employment relationship with Professionals

1. Without the explicit written approval of the Provider and otherwise without prejudice to the provisions of the second paragraph of this article, the Client may not enter into a direct employment relationship with any Professional supplied by the Provider during the Assignment and for a period of 12 (twelve) months after its termination. If this article is not complied with the Client shall forfeit the compensation referred to in paragraph 17.4 and 17.5.
2. An employment relationship within the meaning of this article shall also include each employment relationship in which the Professional concerned is actually performing the same or similar activities for the Client for which the Professional was supplied by the Provider to the Client.
3. Subject to the provisions of the first paragraph of this article, the Client shall not enter into an employment relationship with a Professional, which is still employed by the Provider.
4. If the Client, contrary to the provisions of paragraphs 17.1 and 17.2, enters into an employment relationship with a Professional supplied to the Client on the basis of the Assignment and if that Professional has not worked 2190 hours for the Client in the execution of the Assignment, the Client shall pay the Provider a compensation amounting to 25% of the last applicable Fee on 2190 hours minus the hours already worked by that Professional on the basis of the Assignment.

5. If the Client, contrary to the provisions of paragraphs 17.1 and 17.2, enters into an employment relationship with Professionals supplied to the Client based on the Assignment for a limited period of time, the Client shall pay the Provider a compensation amounting to 25% of the last applicable Fee on the remaining duration of the Assignment.

Article 18 Liability Client and indemnity Provider

1. Any and all liability in respect of Professionals, insofar as it involves a Self Employed Consultant, shall be explicitly excluded, unless in the event of intent or gross negligence on the part of the Provider.
2. Any and all liability in respect of Professionals not being a Self Employed Consultant is also excluded, unless the Client can provide evidence for the fact that the Provider had control over the activities of the Professionals concerned at the time of committing the damaging fact, and, consequently, could have prevented the relevant fact.
3. Any and all liability for the Provider resulting from the Assignment shall in any event, for each individual event, be limited to 50% of the amount already invoiced to the Client in the year prior to the damage causing event, on account of the Professionals concerned who caused the damage. The Provider shall never be liable for any indirect loss, including consequential loss.
4. The Client shall compensate the Professionals for and indemnify the Provider against any and all damage incurred by the Professionals in the performance of its activities, if and insofar as the Client and/or Provider are liable for it pursuant to Sections 7:658 and/or 7:611 of the Dutch Civil Code. If an industrial accident causes the death of Professionals supplied to the Client, the Client shall be required to compensate the damage including costs, as well as the actual costs of legal assistance, in accordance with Section 6:108 of the Dutch Civil Code, to the persons stated in that Section.
5. The Provider shall in no event be liable for any obligations towards the Client, Professionals employed by the Client, and third parties, entered into or otherwise established with regard to the Professionals supplied by the Provider. The Client shall indemnify the Provider against all claims on that account.
6. The Provider shall in no event be liable for any consequences because of any measures taken by the Provider in case of any default on the part of the Client.
7. The Client shall ensure that the Provider, as well as the Professionals supplied by the Provider, who has been required to work on or on board of vessels or contractors equipment for the performance of its activities, or when driving vehicles on Assignment of or owned by the Client, are included in the insurance policy of the vessel, vehicle or contractors equipment concerned, or in the corresponding umbrella insurance policy or policies, including third party liability.
8. The Client shall be sufficiently insured against liability because of the provisions of this article. Where Professionals are working on a MLC certified vessel, the Client's insurance will always cover these Professionals for the liabilities in accordance with MLC Regulation 2.5.2. The Client shall provide evidence of its insurances upon request.
9. The Provider takes care of a travel insurance for the benefit of Professionals that provides coverage for medical expenses and costs of repatriation from the moment Professionals has returned to shore. The Provider needs to be informed by the Client before any medical treatment of Professionals will take place.

Article 19 Indemnity in case of wrongful dismissal

1. If the Client terminates the Assignment prematurely in accordance with the provisions of article 19 because of Professional's behaviour, the Client shall provide the Provider with all necessary information and evidence.
2. Based on the information provided by the Client the Provider will decide if the Professional's behaviour give cause for an urgent dismissal of the Professional concerned.
3. If the relevant authorities find that the urgent dismissal and, consequently, the premature termination of the Assignment, is wrongful or, as the case may be, unlawful, the Client shall indemnify the Provider in full if the information provided by the Client to the Provider was not correct: both the compensation in accordance with the Fee regarding the period during which the activities would normally have been performed, and all costs of extra salary, surcharges, interest, lawyer's fees, costs of proceedings, and (other) compensations, if any, which the Provider is or has been required to pay or has been found to be due to Professional as a result of the premature termination, shall be for the account of the Client in that case.
4. With regard to any justifiable dismissal of Professionals supplied to the Client, the Provider shall not be liable in any way for any damage incurred by the Client because of that dismissal.

Article 20 Specific conditions when supplying Self Employed Consultants

1. The Client will provide the Provider with a detailed description of the project and the duties that needs to be performed by the Self Employed Consultant.
2. The duration of the project may not be longer than necessary, given the nature of the project.
3. The Provider needs to be informed in case a project ends and the Self Employed Consultant will continue to perform its duties for another project. In this case, the Provider and the Client needs to enter into a new Assignment for a new project with respect to the Self Employed Consultant concerned.
4. The Self Employed Consultant which has been made available to the Client performs its duties fully independently and without being given instructions and without supervision or guidance by the Client with respect to the specific execution of its duties.
5. The Client may only instruct the Self Employed Consultant with respect to the result of the duties to be performed.
6. The Provider needs be informed immediately about any change with respect to the project description or any change in facts and/or circumstances with respect to the duties to be performed by the Self Employed Consultant.
7. The Client will avoid treating the Self Employed Consultant as an employee and will have to refrain from any and all actions as being an employer. The pay equivalence rule as described in paragraph 12.2 is not applicable for Self Employed Consultants.
8. The Client will be liable for any and all damage incurred by the Provider in case of any failure of the Client to comply with this article.

Article 21 Cancellation

1. Each party shall have the right to cancel the Assignment without court intervention by means of a registered letter, whenever the other party remains in default of fulfilling the obligations pursuant to the Assignment, provided that prior to the cancellation notice of default is given, granting a reasonable term to remedy the default.

2. Each party shall be entitled to cancel the agreement with immediate effect and without notice of default being required, if:
 - a. the other party applies for a (provisional) moratorium or if a (provisional) moratorium is granted to that party;
 - b. the other party files a petition for its winding-up or if a winding-up order has been made;
 - c. the business of the other party goes into liquidation;
 - d. the other party discontinues its present business;
 - e. a situation referred to in article 10, article 11 paragraph 3, article 15 paragraph 3 or article 22 paragraph 3 of these General Terms and Conditions occurs.
3. If at the time of cancellation of the Assignment the Client has already received any performance regarding the execution of the Assignment, the Client may dissolve the Assignment only partly, i.e. exclusively for the part, which has not been executed by or on behalf of the Provider. In any such event the Client shall still be fully required to pay to the Provider the performance already received from the Provider in accordance with the agreed Fee.
4. The cancellation of the Assignment shall imply termination of the supply of Professionals.

Article 22 Force majeure

1. In the event of force majeure on the part of the Provider or the Client, the obligations pursuant to the Assignment shall be suspended for the duration of the force majeure. Force majeure shall in any case be deemed to include strikes, sit-ins, blockades, embargoes, government measures, war, revolutions and/or similar situations, power failure, failure of electronic communication systems, fire, explosions and other catastrophes, floods, earthquakes and other natural disasters, as well as serious diseases of an epidemiological nature inflicted upon Professionals.
2. In any of the situations referred to in the first paragraph the party claiming applicability of that paragraph shall immediately inform the other party of the occurrence of a force majeure situation.
3. If the force majeure situation continues for more than three months or if it is established that it will continue for more than three months, each party shall be entitled to terminate the Assignment prematurely without notice of termination being required.

Article 23 Certificates / Inspection certificates

The Client needs to inform the Provider about all certificates and/or valid inspection certificates necessary for the activities to be performed by the Professionals before the commencement of the activities. The Client shall not be entitled to make Professionals perform activities for which it is not sufficiently trained or insufficiently instructed.

Article 24 Identification and personal data

1. The Client will check the identity of the Professional and, in case of a foreign Professional, check the applicable work permit, at the start of the posting by reference to an original identity document. The Client must organize its accounting system in such a way that the Professionals' identity can be verified.
2. The Client will treat the personal data of the Professionals that comes to its knowledge in the context of the posting in confidence and the Client is responsible to process such data in accordance with the provisions of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) and other relevant legislation.

3. In the event of a data breach that may result in loss or unlawful processing of the personal data of the Professionals made available to the Client by the Provider, the Client is obliged to report such breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and the Provider. Where necessary, the Provider will need to inform the relevant Professional of this data breach as well.
4. The Provider is not liable for penalties imposed upon or claims made against the Client because the Client has failed to meet its obligations referred to in the preceding paragraphs.
5. If any claims are made against the Provider because of non-performance by the Client of the obligations referred to in this article, the Client will fully compensate the Provider.

Article 25 Confidentiality

The Provider and the Client, including their staff, shall observe strict secrecy in respect of the information provided to it within the framework of the Assignment, unless a proper performance of the Assignment is hindered by the observance of secrecy or unless the information must be disclosed by virtue of a legal obligation.

Article 26 Proprietary rights

All copyrights, patents, trade secrets or other intellectual property rights associated with any ideas, concepts techniques, processes, reports or works of authorships developed or created by the Professional pursuant to or in connection with an Assignment, or any software and associated documentation and derivative works thereof provided, developed or created by the Professional pursuant to or in connection with an Assignment, shall belong exclusively to the Provider.

Article 27 Applicable law and Competent court

1. These General Terms and Conditions, as well as any and all Assignments and agreements resulting from them, shall be governed by Dutch law exclusively.
2. Any disputes arising from these General Terms and Conditions, Assignments or agreements resulting from them, shall in the first instance be brought exclusively before the competent court in Amsterdam.

Article 28 Other provisions

1. In the event of a strike in the business of the Client, both the Provider and the Client shall be prohibited to have supplied Professionals perform activities, which are normally performed by the participants of the strike.
2. Any arrangements made contrary to these General Terms and Conditions shall not be legally valid, unless its applicability is agreed explicitly between the parties in writing.
3. If any provision included in these General Terms and Conditions is null and void or nullified, the remaining provisions shall remain in full force and for the null and void or nullified provision a new provision shall be agreed, with due observance of the purpose and intent of the null and void or nullified provision.
4. The Client shall not be entitled to assign or transfer its rights or obligations under the Assignment without a prior written approval of the Provider.