

Enclosure: General Terms and Conditions of MILES international payrolling B.V.

Clause 1: Definitions

In these General Terms and Conditions the following definitions shall apply:

1. **MILES international payrolling B.V. (“MILES”)**
The party that supplies payroll workers to a client.
2. **Payroll worker**
Any natural person (male/female) recruited and selected by the client and registered with MILES, who has entered into a payroll contract within the meaning of article 7:692 of the Dutch Civil Code with MILES and on which article 8a of the Dutch Placement of Personnel by Intermediaries Act (Waadi) is applicable, for the purpose of carrying out work under the direction and supervision of the client.
3. **Client**
Any natural or legal person who has a payroll worker carry out activities under their direction and supervision in the context of an assignment as defined in paragraph 4 of this Clause.
4. **Assignment**
The contract between a client and MILES on the basis of which a payroll worker is made available to the client in order to exclusively carry out activities under the direction and supervision of the client.
5. **Supply**
The provision of a payroll worker in the context of an assignment.
6. **Client Charge**
The charge payable by the client to MILES, excluding supplements, expenses and value added tax. The charge is calculated per month, unless otherwise agreed in writing.
7. **Hirer’s remuneration and facilities**
The remuneration and facilities applicable to an employee who is employed by the client in a position identical or equivalent to the position that the payroll worker carries out for this client. If the client does not employ employees in the same or equivalent positions, the payroll worker shall be entitled to at least the same terms and conditions of employment of employees who are employed in the same or equivalent positions in the sector of the profession or business in which the client is engaged. The hirer’s remuneration comprises among other things the following elements:
 - a. the applicable period wage in the scale;
 - b. the applicable working hours reduction, which may, at the discretion of the client and MILES, be paid in time or money;
 - c. bonuses for overtime, shifted working hours, irregular hours;
 - d. (including public holiday bonus) and shift bonus;
 - e. initial wage increase, size and time as determined in the client’s organisation;
 - f. one-off payments, where these form part of the initial wage increase agreed in any year in the client’s organisation and the payroll worker is employed by MILES at the time they are awarded;
 - g. allowances, insofar as MILES is permitted to pay the same exempt of wage tax and social security contributions;
 - h. period-linked salary amounts, size and time as determined in the client’s organisation.
8. **Week**
The calendar week begins at midnight on Monday morning and ends at midnight on Sunday night.

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Clause 2: Introduction and explanation

General

This document comprises the General Terms and Conditions of MILES.

These terms and conditions apply to the supply of payroll workers to the client, under a contract for services, by the following subsidiaries:

- MILES international payrolling B.V.

For a proper understanding of the relationships between all the parties concerned and the background to these general terms and conditions, the following information is relevant.

MILES international payrolling B.V.

MILES provides payrolling services. These include:

employership, use of recognised sponsorship status (if applicable) and costs for monthly payroll that include at least the following:

- Processing periodic payroll calculations;
- Periodic salary slips for the employee;
- Annual statements for the employee;
- Monthly setup invoicing;
- Monthly payout of salary;
- Setup standard contract (specific requirements are charged separately).

The payroll worker and MILES have entered into what the legislation refers to as a **payroll contract**. The payroll contract is the employment contract in relation to which:

- the contract of assignment between MILES and the client was not concluded in the context of combining supply and demand on the labour market;
- in which MILES is only authorised to place the payroll worker at the disposal of another party with the consent of the client;
- MILES makes the payroll worker available to the client to carry out activities under the direction and supervision of the client.

No employment contract exists between the payroll worker and the client. However, the payroll worker actually works for the client. The client is responsible for directing and supervising the payroll worker's activities, meaning that the client (among other things) is responsible for having and maintaining a proper personnel file.

The key aspects of the General Terms and Conditions are explained briefly below.

The duration of the assignment

The duration of the assignment is tailored as much as possible to the needs of the client.

There are three options:

- an assignment for a flexible period;
- an assignment for a specified period, which cannot be terminated early unless explicitly otherwise agreed in writing;
- an assignment for an (as yet) unknown period, also known as an assignment for an 'indefinite period', which can always be terminated by giving notice, unless it has been specifically agreed that termination is not possible (or not possible for a specified period).

In all cases, the assignment can be terminated if the other party does not comply with its obligations for a reason for which it can be held responsible or is unable to pay (for example due to insolvency).

The assignment also terminates if the payroll relationship between MILES and the payroll worker comes to an end, for Initials of MILES: Initials of the Employee:

example because the payroll worker finds a job elsewhere.

Carrying out direction and supervision / liability

MILES is responsible for complying with a number of (statutory) obligations. MILES has to be able to rely on the client cooperating when required and to claim back any costs incurred if they fail to do this on time, partly or at all. As stated, the client is responsible for directing and supervising the payroll worker's activities (and the way they are carried out). MILES has no influence over these activities and the circumstances in which they are performed. The work and the working conditions are therefore the responsibility of the client.

The client is expected to instruct, supervise and treat the payroll worker just as well as its own employees.

By extension of this responsibility the client is also liable for any damage or loss that may arise. The client is therefore strongly advised to check its insurance policy in this respect, and if required to adjust these as such.

Charges

The charge payable by the client to MILES includes the work costs (wage costs, allowances, wage tax, social security contributions etc.), a fixed monthly sum if the 30% ruling is applicable and a contract management fee for MILES unless otherwise agreed in writing. With advance notice, the contract management fee may be periodically revised by MILES based on the *Zakelijke en ICT-Dienstverlening by the Centraal Bureau voor de Statistiek* if the contract duration exceeds 1 year.

In order to determine the correct terms and conditions for the payroll worker, MILES is entirely dependent on the information provided by the client. This information shall be communicated to MILES. Given that the work costs can also increase during an assignment due to, for example, (periodic or general) wage increases, changes to the Collective Labour Agreement and changes to contributions, governmental measures, as well as changes in any (operational expenses) MILES is entitled to implement changes to the charges payable due to such cost price increases during the assignment.

If a payroll worker becomes ill, all costs (including the legally obligatory continued payment of wages of up to 104 weeks to the employee, allowances, tax, social security contributions, and the costs for occupational health and safety services etc.) will be charged to the client. On request, client can take out sickness absence insurance for the payroll worker.

In case an employment dispute arises, all costs will be charged to the client.

Invoicing and payment

MILES shall carry out invoicing to the client. Payment to the payroll worker is based on the time registration provided to MILES by the client on a weekly/monthly basis. Time registration may take place using a time registration form (timesheet) or by the supply of an electronic time file or possibly by another means. Unless otherwise agreed.

As the client supplies and/or edits this information, MILES is entitled to rely on the accuracy of the hours, expenses and other information.

The payroll worker is at all times entitled to view and check the reported hours. The payroll worker has access to his/her online files for this purpose.

Invoices should be paid by the client within fourteen days, unless otherwise agreed in writing. Agreement shall be reached in advance between the client, and MILES on how the invoice amounts should be collected.

Clause 3: Application

1. These General Terms and Conditions apply to all offers, assignments and other agreements by MILES relating to the supply of payroll workers to clients.
2. Any purchasing terms or other standard terms of the client shall not apply.
3. Any variation to these General Terms and Conditions shall only be valid if agreed in writing and shall only apply to that specific agreement.

Clause 4: Registration of the payroll worker

1. The client (digitally) registers the payroll worker with MILES by correctly completing and uploading the necessary information and documents. The registration must be received by MILES no later than seven days before the intended start date of the payroll contract. If in exceptional cases at the request of the client MILES enters into a payroll contract with a payroll worker with retroactive effect (i.e., where the start date of the payroll contract predates the date of registration of the payroll worker), the client shall reimburse MILES for any damage or loss that has been or may in future suffered by MILES, including but not limited to fines imposed by the Dutch tax authority, as a consequence of the late registration of the payroll worker.
2. MILES reserves the right not to accept a registration for processing (and therefore not to enter into a payroll contract with the payroll worker).

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3. The client shall ensure that MILES is fully informed before entering into the payroll contract regarding the employment history of the payroll worker with the client. If the client provides incorrect or incomplete information concerning the payroll worker's employment history, the client shall reimburse MILES for any damage or loss that has been or may in future be suffered by MILES as a consequence of that incorrect or incomplete information.
4. MILES is entitled to postpone or suspend the commencement of the supply of the payroll worker, if the client objects to the order confirmation or if the data supplied by the client are not correct or complete. In such cases, MILES will in no way be held responsible by the client.
5. The client shall check the payroll worker's original identity document carefully to ensure that it is genuine and valid. The payroll worker's identity should also be verified, in connection with the possibility of mistaken identity. The client shall then retain a properly legible copy of the identity document (in the case of an identity card both the front and back of the card should be copied) and the residence and work permit (both sides) (if applicable) in their administration and upload a legible electronic scan of the identity document in JPEG or PDF format and of the residence and work permit (if applicable) to MILES. The client consents to MILES, and on occasion also MILES certification body, conducting random checks of this procedure at the premises of the client. The client is responsible for compliance with applicable laws and regulations in respect of access by the worker to the Dutch labour market and is responsible for applying for licenses, etc. If incurs any cost, or if a fine is imposed upon MILES, e.g. Under the Foreign Workers Act (Wet Arbeid Vreemdelingen), this fine will always be borne by the client.
6. MILES and its client verify that the scanned identity documents are genuine. The activities involved in this check are carried out by the client unless otherwise agreed in writing.
7. MILES is not liable for any damage or loss resulting from the utilization of workers who turn out not to satisfy the requirements set by the client, regardless of whether the recruitment was carried out by the client.

Clause 5: Prevention of unfair discrimination

1. The client is not permitted to practise any unfair discrimination against the payroll worker, on grounds of religion, life philosophy, political persuasion, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or on any other grounds.

Clause 6: Payroll worker's personal information

1. MILES processes the personal information of payroll workers working for the client where necessary (i) to establish and maintain a commercial relationship with the client, (ii) to inform the payroll workers about their working conditions within the meaning of article 7:655 of the Dutch Civil Code, (iii) to inform the payroll workers about new opportunities, (iv) for normal internal use within MILES, such as financial administration and book-keeping, legal purposes and management functions and (v) for organisation and representation of legal claims and proceedings and for compliance with court judgments and other legal obligations and requirements. MILES only processes sensitive personal information where required to comply with its legal obligations, with the consent of the party concerned or where otherwise permitted by or pursuant to legislation. MILES may pass on the personal data obtained from its client if necessary to achieve the objectives of the business relationship. These data may only be passed on to another MILES entity and subcontractors (such as data processors) who provide services on its behalf and in all other situations in which MILES may be required to do so, for example by a court judgement to that effect. Personal information may be passed on to offices in other countries, including countries that do not have comprehensive privacy legislation. In each such situation MILES has taken the necessary measures to ensure that all personal information communicated is satisfactorily protected.
2. The client shall also deal with all personal information recorded in respect of a payroll worker that is communicated prior to and during the supply of the worker confidentially and, in particular, in accordance with the General Data Protection Regulation.
3. The client shall inform the payroll worker of any personal information recorded in respect of them and how, when and for what purpose this information is processed.
4. The information, shown by the ICT resources i.e. the online platform of MILES is collected and compiled with care. MILES, however, cannot guarantee that this information is always correct, complete and current. For example, imperfections may result from the reliance by MILES on third party information, the used administrative processes, the technology used or malfunction on the Internet. If the client finds that certain information is not correct, he will directly alert MILES thereof. MILES accepts no liability towards the client if client data gets compromised or lost, except in cases of wilful misconduct or gross negligence by MILES.

Clause 7: The assignment and the supply of the payroll worker

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Assignment

1. The assignment is entered into for a fixed period, or an indefinite period.
2. The assignment for a fixed period is the assignment entered into:
 - either for a fixed period;
 - or for a flexible period that does not exceed a fixed period.
3. The duration of the assignment is, unless otherwise agreed, where appropriate, equal to the duration of the payroll contract that MILES has entered into with the payroll worker.
4. The order confirmation sent by MILES to the client is deemed to reflect the contract correctly and completely, unless the client raises objections against this order confirmation in writing, within three days after dispatch of the order confirmation by MILES.

End of assignment

1. No later than six weeks before the end of the assignment for a flexible or fixed period, the client shall notify in writing whether he wishes to continue the assignment or not.
2. The assignment for a fixed period terminates by operation of law on the expiry of the agreed period.
3. The assignment for an indefinite period terminates by operation of law on the day at which the payroll worker reaches the pensionable age.
4. The assignment for a fixed period or the assignment for an indefinite period will end per the date on which the payroll worker terminates the payroll contract. This does not constitute an attributable failure by MILES in the performance of its obligations towards the client nor is MILES liable for any damage or loss that the client may suffer as a result.
5. The client can only terminate the assignment for a fixed period or the assignment for an indefinite period in the interim if the payroll contract has already been legally terminated in the interim as well. One exception to this applies: if the payroll contract between the payroll worker and MILES includes a legally valid probationary period the client may terminate the assignment during this probationary period. Provided that MILES can lawfully terminate the payroll contract within the probationary period.
6. If the client wishes to terminate this assignment in the interim, the client shall notify MILES thereof in writing. Subsequently, MILES and the client will jointly investigate what (legal) possibilities are available to terminate the payroll contract validly. Both MILES and the client will cooperate fully in this regard.
7. All costs in relation to the termination of the payroll contract, including but not limited to the costs of a termination by mutual consent, the costs of a termination proceedings and the lawyer's fees of MILES, shall be at the expense and risk of the client. MILES and the client will consult in advance, before such costs are actually incurred. Until the Payroll Contract is legally terminated all payment obligations of the client in relation to MILES are staying with the client and need to be continuously and fully complied with by the client.
8. Every assignment shall terminate immediately due to rescission at such time by MILES as MILES invokes rescission of the assignment due to:
 - a non-performance by the client;
 - b liquidation of the client;
 - c the client being declared insolvent or having applied for a suspension of payments (surséance van betalen).

If MILES invokes rescission on one of these grounds, the client shall be liable for any loss or damage suffered by MILES and/or the payroll worker as a result of such rescission. All debts due to MILES by the client shall be payable on demand. Rescission of the assignment on one of the aforementioned grounds shall in any case not result in any liability on the part of MILES.

The client will inform the payroll workers in writing that the circumstances described in this paragraph under a/c exist.

Clause 8: Secondment assignments

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1. The client will ask MILES for written permission before posting the payroll worker to a third party. If the client would post the payroll worker to a third party, the client must ensure that the actual working hours do not exceed the average working hours of the payroll worker as agreed upon between MILES and the Payroll worker. If the payroll worker is systematically utilized for more hours than agreed in the payroll contract between MILES and the payroll worker, the average working hours will need to be increased (due to Article 7:601b of the Dutch Civil Code, among other reasons), meaning that MILES shall revise the working hours as initially agreed upon with the client. From the date on which that revision takes effect, the client shall pay the charge in respect of the new average working hours. In addition, in case of posting by the client, the client is obliged to properly inform MILES about the working conditions (such as salary, working hours and holidays) at the level of the third party to whom the payroll worker is being made available. The Client is responsible for ensuring that this obligation is met, this specially in relation to the Placement of Personnel by Intermediaries Act (see clause 15 of these general conditions).

Clause 9: Average working hours, working times, training

1. The payroll worker's working times, working hours and rest times shall equate to the usual times and hours applicable in the client's organisation. The client undertakes that the payroll workers working hours, working times and rest times comply with the legal requirements. The client and MILES shall ensure that the payroll worker does not exceed the working times legally permitted.
2. If the payroll worker requires training or instruction in order to carry out the assignment then the hours spent by the payroll worker on this training will be charged to the client as hours worked, unless otherwise agreed in writing.
3. If the payroll worker requests a reduction or increase in the average working hours then, following consultation between the client and MILES, the average working hours agreed with the client will be revised in accordance with the payroll worker's wishes. Unless, in the opinion of MILES, significant business interests exist that would prevent approval of the payroll worker's request.

Clause 10: Job and remuneration

1. Before the start of the assignment the client shall provide a description of the job that the payroll worker will carry out and the corresponding grade in the salary scale, including any bonuses and allowances.
2. The client shall ensure that the salary scale grading complies with the Collective Labor Agreement (hereinafter: CLA) (including the provisions concerning the hirer's remuneration) and the applicable legislation and regulations. MILES always assesses, advises and informs on the basis that this is correct.
3. If at any time it becomes clear that the job description and the corresponding salary grade do not match the job actually carried out by the payroll worker, the client will immediately provide to MILES the correct job description. The payroll worker's remuneration will then have to be determined again, whether or not retroactively, by the client and MILES on the basis of the new job description. If this leads to additional costs, the client shall indemnify Miles. The job and/or salary grade may be revised during the assignment if the payroll worker makes a reasonable claim for such revision based on the applicable legislation and regulations, the CLA and/or the hirer's remuneration. If the revision results in a higher remuneration, MILES shall adjust the payroll worker's remuneration and the client charge accordingly. The client is obliged to pay this adjusted charge to MILES from such time as the actual job is carried out.
4. The client shall provide MILES prior to the commencement of the activities with information about all the elements of the hirer's remuneration and facilities referred to in Clause 1 paragraph 7 (with respect to the size and time of initial wage increases: only where this information is available at the time).
5. The client shall inform MILES in good time, and in any event immediately on this information becoming available, of any changes to the hirer's remuneration and facilities and of any client-specific wage increases that are established.
6. Overtime, working in shifts, work at special times or on special days (including public holidays) and/or shifted working hours will be remunerated in accordance with the applicable hirer's remuneration and will be charged to the client as agreed.

Clause 11: Supply of materials

1. If due to its business practice the client supplies the payroll worker with materials that could also be used for personal purposes, including but not limited to a company car (based on a lease construction or otherwise) or telephone, such materials shall, where possible, be provided by the client. If the items are provided by MILES, they shall be entitled to charge the associated costs to the client. Any personal protection equipment required will be supplied in accordance with the legislation by MILES following consultation.

Clause 12: Proper direction and supervision

1. With respect to the payroll worker, the client shall, in giving direction and providing supervision and with regard to Initials of MILES: Initials of the Employee:

the performance of the work, exercise the same care that it is obliged to exercise with respect to the client's own employees.

2. If a payroll worker is asked to work in another country by a client with its registered office in the Netherlands this may only take place under the exclusive direction and supervision of the client and for a fixed period and only if the same is agreed in writing with MILES and the payroll worker has agreed to this in writing.
3. MILES shall not be liable to the client for any damage or loss to the client, to a third party or to the payroll worker themselves that may arise from any action or omission of the payroll worker.
4. The client and MILES shall, to the extent possible, take out adequate insurance against liability under any statutory provision.
5. At the first request of MILES all information and documents shall be made available by the client.

Clause 13: Working conditions

1. The client declares that it is aware of the fact that under the Dutch Working Conditions Act it is regarded as the employer.
2. The client shall be liable to the payroll worker and to MILES for the performance of the obligations arising from Article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and the associated regulations relating to safety in the workplace and good working conditions in general.
3. The client shall provide the payroll worker in good time, and in any event one working day before commencement of the work, with information about the professional qualifications required and the specific features of the job that they will be taking up. The client shall actively inform the payroll worker about the risk assessment and evaluation (*Risico Inventarisatie & Evaluatie* or RIE) applicable within their company.
4. If the payroll worker suffers an accident at work or an occupational disease, the client shall, if required by law, immediately inform the appropriate authorities and ensure that a written report is prepared immediately. The report shall describe the circumstances leading up to the accident, so that it is possible to establish with reasonable certainty the extent to which the accident occurred as a consequence of insufficient measures being taken to prevent the accident or occupational disease. The client shall inform MILES as soon as possible about the accident at work or occupational disease and provide a copy of the report prepared.
5. The client shall take out adequate insurance against liability under this clause. The client shall provide evidence of this insurance on request by MILES.

Clause 14: Liability of client(s) and limitation of liability of MILES

1. Any client who does not comply with its obligations under these General Terms and Conditions shall fully compensate any resulting damage or loss suffered by MILES (including any extra salary of payroll workers, statutory increases, sanctions/fines imposed, as well as all actual costs of legal assistance and all other costs), without any requirement for a prior notice of default, and shall if necessary indemnify MILES against the same. These obligations shall be without prejudice to any other claims MILES is entitled to submit, such as an application for specific performance or rescission. The provisions of this clause are of general application, both applying as supplementary provisions, where necessary, in respect of subjects for which the obligation to pay compensation is already regulated separately in these General Terms and Conditions and applying in respect of subjects for which that is not the case.
2. MILES will endeavour to properly perform the assignment and other agreements. The client is required to submit any claim on alleged damages in writing to MILES, within three months of the occurrence of any damage, thereby demonstrating that the damage is the direct result of a shortcoming on the part of MILES.
3. Any liability of MILES for damage resulting from MILES attributable failure to perform its obligations under this agreement is limited to the chargeable rate over the duration of one month. Indirect damage, e.g. in the form of loss of profits, fines, or stagnation damage and other consequential damages are hereby excluded. Every loss is capped at the amount the insurer pays MILES in any case. If the insurer does not pay out, or the damage is not covered by the policy, any liability shall be deemed to be limited to Euro 50.000, -. A series of related events counts as one event.

Clause 15: Placement of Personnel by Intermediaries Act (Waadi)

1. MILES is registered at the Chamber of Commerce as a company which makes workers available (art. 7 Waadi).
2. The client declares explicitly to be familiar with the contents and obligations arising from the Waadi. The client declares himself known in particular with article 8a. The payroll worker shall be entitled to at least the same terms and conditions of employment as applicable to employees employed in the same or equivalent positions by the client. If the client to which the payroll worker is made available does not have employees in the same or equivalent positions, the payroll worker is at least entitled to the same terms and conditions of employment as those applicable to employees employed in the same or equivalent positions in the sector of the trade or industry in which the client is operating.

Clause 16: Invoicing

1. Invoicing shall be done on a monthly basis. Unless otherwise agreed in writing. Invoices shall be sent

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- electronically.
2. The client shall be responsible for the timely, correct and complete time registration and shall verify or arrange for verification that the payroll worker's details are correctly recorded in the same, including: the payroll worker's name, week numbers, dates, the number of hours worked, overtime hours, irregular hours and shift work hours, the remaining hours in respect of which the client charge is payable under the assignment and terms, any bonuses and any expenses actually incurred.
 3. Any costs incurred by MILES due to incorrect / wrongful importation of hours shall be borne by the client. If, as a result of incorrect timesheets, a false declaration was made by MILES (e.g. wage taxes), or incorrect amounts were withheld, then the client will be obliged to pay the correct amounts at the first request of MILES, and MILES shall be held harmless and indemnified against any such (additional) assessment or claims. The client shall ensure that supplied log-in codes for online time registration shall be carefully preserved and not be made available to third parties / unauthorized persons.
 4. MILES can also pay out net allowances if the client is responsible for the supporting evidence and administration for these expenses. If any controlling authority requests MILES to produce this evidence, the client shall be responsible for this evidence. If no evidence can be produced in support of the expenses paid, the client shall be responsible for the consequences. Any fines or gross amounts charged for the expenses paid will be charged on to the clients.
 5. The payroll workers are entitled to check the time registration. They have access to their online file for this purpose. If the payroll worker disputes the information shown in the time registration, MILES is entitled to calculate the hours and costs in accordance with the information provided by the payroll worker, unless the client can show that the information it provided is correct.

Clause 17: Payment

1. The payment period shall be stated on the invoice. A payment period of fourteen days shall apply as standard, unless otherwise agreed in writing by MILES, without any discount, deduction or set-off which is not authorized. In case of default the client is required to pay a contractual interest of 1% per month or part of a month on the outstanding amount plus any extrajudicial collection costs. The collection costs amount to (at least) 15% of the unpaid invoices.
2. If MILES and the client have agreed that payment will be made otherwise than by direct debit, the client shall pay each invoice from MILES within the agreed payment period.
3. In the event of non-payment or late payment MILES is entitled to suspend its services with immediate effect.
4. Only payments to MILES shall satisfy the obligation to pay. Payments by the client to a payroll worker, in any capacity, shall not be binding on MILES and cannot constitute any grounds for set-off or redemption of the debt.
5. If the client disputes the invoice in part or in full, it must inform MILES of this within five (5) calendar days following the invoice date, providing detailed reasons. After this period, the client's right to dispute the invoice ceases to apply, which results in the unconditional acknowledgment of the payment obligation by the client. The burden of proof in respect of disputing the invoice in good time lies with the client. Disputing the invoice does not discharge the client from its obligation to pay, nor does it create any right to set-off.
6. Payments will first be deducted from due interests and costs, and subsequently from the oldest outstanding invoice despite another entry by the client upon payment.
7. All court costs and out-of-court costs (including all debt collection costs) and any cancellation or reversal charges incurred by MILES as a consequence of non-performance by the client of its obligations under this clause shall be payable in full by the client.
8. MILES is entitled to demand security of payment.
9. If the contract is entered into with more than one client, belonging to the same group of companies, all clients will be jointly and severally liable for the fulfilment of the obligations under this article, regardless of the name of the invoice. Full payment of the invoice, any additional costs and interest by the client does not relieve the other principals of their payment obligation towards MILES.

Clause 18: Confidentiality

1. MILES and the client shall not supply any confidential information belonging to or concerning the other party, its Initials of MILES: Initials of the Employee:

activities and contacts, acquired as a consequence of the assignment, to any third party, except where provision of such information is required for proper performance of the assignment or where they are subject to a statutory disclosure obligation.

2. The client is at liberty to require the payroll worker to enter into a direct confidentiality undertaking.
3. As part of the assignment regular exchange of personal data, particularly of candidates and workers, shall take place. The parties are obliged to treat this information confidential in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The client is responsible for the further processing of the data supplied to him by MILES.
4. The client is responsible to provide MILES only with personal information if and when the client is entitled to do so, and any necessary consent from the persons concerned is obtained.
5. The client indemnifies MILES against any claim of applicants, workers, employees of the client or other third party in connection with a breach by the client of the provisions of this article and reimburse MILES for any costs/damages incurred.

Clause 19: IP rights

1. All intellectual property rights in the ICT resources, texts, data (files), formats, logos, trademarks, other video and / or audio material and any other material, including the design, selection and arrangement thereof, to which the client gets access in connection with the offer, assignment or other agreement, with the exception of those materials of the client, are held exclusively by the MILES or its licensors. This also applies to any specific made modifications, additions, or work request and / or at the expense of the client. The client is only granted a temporary, personal, non-exclusive and non-transferable license, in so far and as long as is necessary to make use of the services agreed between MILES and the client. MILES is not obliged to honour any request to amend or supplement its IT resources or material.
2. The client shall indemnify against all third party claims related to an alleged breach of the (intellectual property) rights of third parties by the client in connection with the offer, assignment or other agreement to MILES or payroll worker brought material.

Clause 20: Disputes

1. All disputes arising from or connected with a legal relationship between the parties to whom these General Terms and Conditions apply shall in the first instance be subject to the exclusive jurisdiction of the competent court of Amsterdam.

Clause 21: Miscellaneous

1. If any one or more provisions of these General Terms and Conditions are void or become voided, the remaining provisions of the assignment and the General Terms and Conditions shall remain in force. The provisions that are unlawful or cannot be applied under the law shall be replaced by provisions whose scope corresponds as closely as possible to that of the provisions to be replaced. MILES is entitled to transfer its rights and obligations under the contract, other agreements and these conditions to a third party. Unless otherwise agreed in writing, it is not allowed for the client to transfer its rights and obligations under the assignment, the other contract and these conditions to a third party.

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