

These are the general terms and conditions (the 'general conditions') of Extra Talent Detachering B.V. dated 1 January 2020.

These general conditions are based on the general terms and conditions of the NBBU. Extra Talent Detachering B.V. is affiliated to the NBBU. Accordingly, a large part of these general conditions will match the NBBU general terms and conditions word for word.

GENERAL TERMS AND CONDITIONS OF EXTRA TALENT DETACHERING B.V.

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Article 1 Definitions

Defined terms used in these general conditions:

1. Extra Talent Detaching:

Extra Talent Detaching B.V., a private limited company registered in Rotterdam, and with businesses addresses in, inter alia, Rotterdam, Amsterdam, Tiel, Amersfoort, and Breda. Extra Talent Detaching trades, inter alia, under the names Extra Talent Logistiek, Extra Talent Financieel, Extra Talent Juridisch, Extra Talent Office, Extra Talent Supply Chain, and Extra Talent Beleid en Overheid.

2. Worker:

Any natural person (m/f), who through the agency of Extra Talent Detaching (or a third party engaged by Extra Talent Detaching), performs or is to perform work for a client, or has been proposed to a client for such purpose.

3. Client:

Any natural person or legal entity that is provided with a worker through the agency of Extra Talent Detaching.

4. Secondment contract:

The contract between a client and Extra Talent Detaching on which a worker or workers will perform work for the client through the agency of Extra Talent Detaching.

5. Employment contract:

The employment contract under which the worker is supplied by Extra Talent Detaching to the Client to perform work pursuant to a secondment contract between the Client and Extra Talent Detaching under the supervision and management of the Client.

6. Secondment fee:

The fee payable by the Client to Extra Talent Detaching, excluding expenses, other disbursements, and VAT. In the event of a percentage supplement to the worker's hourly pay, the fee will be increased by the same percentage. The fee is calculated on an hourly basis unless stipulated otherwise.

7. NBBU- CAO:

The CAO (*collective labour agreement*) for workers applying to companies that are affiliated members of the Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (*Dutch Association of Mediation and Employment Agencies* – 'the NBBU').

8. Male or female:

Where there is reference in these general conditions to a worker, this means a male or female worker. The use of the male pronoun includes the feminine.

Article 2 Scope of these general conditions

1. These general conditions apply to all offers from Extra Talent Detaching-to the Client, and all secondment contracts between Extra Talent Detaching and the Client, to which Extra Talent Detaching has stipulated these general conditions to apply, as well as to all supplies and services of any kind from Extra Talent Detaching to the Client arising therefrom, insofar as the parties have not expressly agreed otherwise in writing.

2. Once a Client has entered into a contract subject to these general conditions, the Client is deemed to accept that these general conditions will automatically govern any future contract with Extra Talent Detachering.
3. All offers made by Extra Talent Detachering, irrespective of how they are made, are subject to contract.
4. Extra Talent Detachering is not bound by any terms and conditions of the Client insofar as these differ from these general conditions.
5. These general conditions may be amended or supplemented at any time. The amended general conditions will then also apply to pre-existing secondment contracts, subject to providing one month's written notice of the implementation of the amended general conditions.

Article 3 System for invoicing

1. Unless agreed otherwise, invoices from Extra Talent Detachering are based on information including the completed time sheets confirmed and signed by the Client, the secondment fee, and any additional supplements, costs and expenses.
2. The Client is responsible for completing the times sheets accurately, completely, and on time, and confirming the same. Confirmation is done digitally on a weekly basis unless agreed otherwise. The Client is liable for any loss incurred by Extra Talent Detachering as a result of the Client failing to properly meet its obligations set out in this section including, but not limited to, the administrative fine incurred under Article 18b (2) of the *Wet minimumloon en minimumvakantiebijslag (Minimum Wage and Minimum Holiday Allowance Act)* and the *Arbeidstijdenwet (Working Hours Act)*. The Client must completely indemnify Extra Talent Detachering in such a situation.
3. In the event of any discrepancy between a time sheet submitted to Extra Talent Detachering and the relevant information held by the Client, the time sheet submitted to Extra Talent Detachering will be deemed to be correct unless the Client can prove the contrary.
4. If the worker disputes the information contained on the time sheer, Extra Talent Detachering can invoice the number of hours worked and the other costs in accordance with the information supplied by the worker, unless the Client can prove that the time sheet is correct.
5. If the Client fails to comply with section 2 of this article, Extra Talent Detachering is free to invoice the Client on the basis of the facts in its possession, but will not do so until there have been reasonable consultations with the Client on the matter.
6. Extra Talent Detachering will invoice the Client on a weekly basis. The Client should ensure that the invoices from Extra Talent Detachering are paid within 14 days following the invoice date, without any retention, discount, or set-off.

7. Because the fee to be charged to the Client mostly relates to advance payments, namely wages, wage tax and VAT, Extra Talent Detachering will apply a 2% credit control. If the invoice is paid within 14 days, the Client may reduce the amount invoiced, net of VAT, by 2%.
8. Any changes to a fee resulting from a change to the hirer's remuneration, cao obligations, or changes to, or arising from, tax, social insurance, and other laws and regulations, will be passed on the Client as from the time these changes come into effect, as of 1 January or 1 July, and are therefore owed by the Client even if the changes arose during the course of a secondment contract.
9. Extra Talent Detachering has an escrow account. The Client may request Extra Talent Detachering to negotiate the option for the Client to pay a percentage of the invoiced sum into the escrow account, and to negotiate the amount of such percentage. This option may be exercised only if agreement is reached.

Article 4 Payment terms

1. Only payments made direct to Extra Talent Detachering release the Client from the payment obligation.
2. It is not permitted for the Client to pay the worker direct, or to make advance payments to the worker, under any circumstances or by whatever method. Extra Talent Detachering will disregard such payments; they form no basis for any debt settlement or set-off.
3. If the Client disputes an invoice, it must notify Extra Talent Detachering in writing within eight days of the date the invoice is sent, failing which the right to object is lost. Any dispute regarding an invoice does not relieve the Client of its payment obligation.
4. If the Client fails to pay any sum owed in full, on time, or at all, then as from the last date for payment of the relevant invoice the Client is automatically in breach, and liable to interest on the unpaid sum equal to the statutory commercial rate pursuant to Book 6 Article 119a of the Dutch Civil Code, over the gross invoiced sum.
5. All judicial or extrajudicial costs, including the costs of legal representation, incurred by Extra Talent Detachering as a result of non-compliance by the Client with its payment obligations, are payable by the Client. The extrajudicial enforcement costs incurred by Extra Talent Detachering, calculated on the amount to be collected, are fixed at €500 or 15% of the principal sum, whichever is more.
6. If in the opinion of Extra Talent Detachering the financial position and/or the payment record of the Client so justifies, the Client must supply to Extra Talent Detachering on first written request:
 - a. a direct debit mandate; and/or
 - b. and advance payment; and/or
 - c. sufficient security for compliance with its obligations to Extra Talent Detachering, by means, inter alia, of a bank guarantee.

The amount of the security or advance payment requested will be proportionate to the amount of the Client's financial obligations.
7. If the Client disregards the request from Extra Talent Detachering as described in the preceding section, or if enforcement fails to recover the sums owed, the Client will automatically be in breach without the need to first serve it with notice of default. If the Client is in breach, then Extra Talent Detachering is entitled to suspend performance of its obligations under the secondment contract, or to immediately terminate all or part of the secondment contract, without thereby becoming liable to

compensate the Client. As a result of such steps, all claims from Extra Talent Detachering will become immediately due and payable.

Article 5 Termination

1. If either party remains in breach of its obligations under the secondment contract, the other party – in addition to the provisions set out in the secondment contract - is entitled to terminate the secondment contract by notice sent by registered post, without the need for court proceedings. The contract will not be terminated until the party in breach has been served with written notice of breach and been given a reasonable period of time within which to remedy the breach, but has remained in breach.
2. In addition, a party is entitled, without the need to first serve a demand for payment or notice of default, to terminate with immediate effect all or part of the secondment contract by notice sent by registered post if:
 - a. the other party applies for, or is granted a (provisional) moratorium;
 - b. the other party has applied for its own bankruptcy or a bankruptcy order is made against it;
 - c. the business of the other party is liquidated;
 - d. through no intervention of one party an attachment order is secured upon a significant part of the assets of the other party, or if the other party ought otherwise to be considered unable to perform its obligations under the secondment contract.
3. If at the time of termination the Client has received benefits from the performance of the secondment contract, the Client may only terminate part of the secondment contract being the part that has not yet been performed by or on behalf of Extra Talent Detachering.
4. Sums invoiced to the Client by Extra Talent Detachering before termination in respect of the part of the secondment contract already performed remained owed in full by the Client, and at the time of termination become immediately due and payable.
5. If, having been given notice of default, the Client fails to comply with any obligation under the secondment contract in full, in time, or at all, then Extra Talent Detachering is entitled to suspend its obligations to the Client without thereby having to pay any compensation to the Client.

Article 6 Liability

1. With the exception of provisions of mandatory law, and having regard to the general standards of fairness and reasonableness, Extra Talent Detachering is not obliged to compensate loss of any kind, whether direct or indirect, caused to the worker or to property or other persons present at the premises of the Client or any third party, where such loss is the result of:
 - a. the supply by Extra Talent Detachering of the worker to the Client, even if it is demonstrated that this worker fails to meet the standards required of him by the Client;
 - b. unilateral termination of the employment contract by the worker;
 - c. any act or mission of the worker, the Client itself, or a third party, including the entering into of obligations by the worker;
 - d. the sub-contracting of the worker by the Client without the written consent of Extra Talent Detachering.

2. Any liability of Extra Talent Detachering for any direct loss is limited per claim to 50% of the relevant sum invoiced, or to be invoiced, up to a maximum of €5,000. Extra Talent Detachering is not liable for indirect loss, including consequential loss and loss of profits, missed savings, damage to reputation, and loss caused by business stagnation.
3. The Client must ensure there is sufficient, liability insurance to completely cover all direct and indirect loss as described in section 1 of this article.
4. The Client will indemnify Extra Talent Detachering against any claims brought by the worker or third parties for compensation of loss as described in section 1 of this article caused to such worker or third parties.
5. The limitations of liability set out in sections 1 and 2 of this article are unenforceable in the event of any deliberate act or gross negligence on the part of Extra Talent Detachering and/or its supervisory personnel.
6. Extra Talent Detachering is entitled, if and insofar as possible, to remedy any loss suffered by the Client, including the right of Extra Talent Detachering to take steps that could prevent or limit any loss.

Article 7 Force majeure

1. If Extra Talent Detachering is in a situation of force majeure its obligations under the secondment contract will be suspended for as long as this situation continues. 'Force majeure' includes any situation outside the control of Extra Talent Detachering that temporarily or permanently prevents compliance with the secondment contract and which does not, whether by virtue of any law or the standards of reasonableness and fairness, fall within the sphere of risk of Extra Talent Detachering.
2. As soon as Extra Talent Detachering is in a situation of force majeure as described in section 1 of this article it shall notify the Client accordingly.
3. Insofar as not already included in the above description, the term 'force majeure' also includes: industrial strike, occupation of premises, blockade, embargo, government measures, war, revolution, and/or any similar situation, power cut, cut in electronic communication lines, fire, explosion and other disaster, water damage, flood, earthquake, and other natural disaster, as well as widespread epidemic amongst staff.
4. The obligations of Extra Talent Detachering will be suspended for the duration of the force majeure. However, this suspension does not apply to obligations regarding which the force majeure has no effect and which arose before the situation of force majeure first arose.
5. If the situation of force majeure has continued for a period of three months, or as soon as it is established that such situation will last longer than three months, either party is entitled to terminate the secondment contract without the need to give a period of notice. Even after such termination of the secondment contract the Client must pay its financial liabilities to Extra Talent Detachering in respect of the period before the situation of force majeure.
6. During the situation of force majeure Extra Talent Detachering is not obliged to compensate for any loss incurred by the Client, nor is it so obliged following termination of the secondment contract as described in section 5 of this article.

Article 8 Confidentiality

- 1 Neither party may supply to any third party any confidential from or concerning the other party, its activities and business relations, of which it has learned as a result of any offer or secondment contract, unless and insofar as the supply of this information is necessary for the proper performance of the secondment contract or is required by law.
- 2 The Client may choose to bind the worker directly to a duty of confidentiality. The Client will inform Extra Talent Detachering regarding this intention and provide a copy of such confidentiality agreement to Extra Talent Detachering.
- 3 Extra Talent Detachering is not liable to pay any penalty or compensation in respect of loss suffered by the Client as a result of any breach of the duty of confidentiality by the worker.

Article 9 Jurisdiction and competent court

1. These general conditions, orders, secondment contracts, and/or other contracts are governed by Dutch law.
- 2 All disputes arising from or connected with a legal relationship between the parties should in the first instance be brought before the court for the district in which Extra Talent Detachering has its registered office, unless any mandatory provision of law stipulates otherwise.

Article 10 Final provisions

1. If any provision of these general conditions is void or voidable, the other provisions shall remain fully enforceable and the parties shall seek to agree new provisions to replace the void or voidable provisions having regard as far as possible to the purpose and scope of the void or voidable provisions.
2. Extra Talent Detachering is entitled to assign its rights and obligations under a secondment contract to a third party. Unless agreed otherwise in writing, the Client is not permitted to assign its rights and obligations under a secondment contract to any third party.

CONDITIONS GOVERNING THE SECONDMENT OF WORKERS

Article 11 The secondment of workers

1. There is an employment contract between the worker and Extra Talent Detachering. The employment contract is governed by the NBBU-CAO. There is no employment contract between the Client and the worker.
2. When the worker is seconded by Extra Talent Detachering to the Client, the worker works under the actual management and supervision of the Client. As the formal employer, Extra Talent Detachering has no involvement in the workplace and the tasks to be performed.
3. The work will be performed as specified in the secondment contract. If the Client wishes to depart from this during the term of the secondment contract, it can only do so in consultation with Extra Talent Detachering.

Article 12 Position, (hourly) wage and other remuneration of workers

1. The worker's wage and other remuneration will be determined before the start of the secondment and, where necessary, during the secondment, and shall be equal to the wage and other remuneration paid to comparable workers performing work in comparable positions in the service of the Client (the loonverhoudingsvoorschrift (*proportionate wage rule*)). Before commencement of the secondment the Client will provide a description of the work to be performed by the worker, together with the job requirements, relevant salary level, and any additional terms of employment.
2. For the purposes of these general conditions, 'wage and other remuneration' includes:
 - a. only the relevant periodic wage as per the wage scale;
 - b. the relevant reduction in working hours provision. This will be compensated in money;
 - c. bonuses for overtime, changes in working times, non-standard working hours (e.g. public holidays), shift work, and working under physically onerous conditions with regard to the nature of the work (including in high or low temperatures, working with dangerous substances, or dirty work);
 - d. initial wage rise;
 - e. untaxed expense payments: travel costs, accommodation costs, and other costs necessary to the performance of the job;
 - f. periodic-linked remuneration;
 - g. payment for travel time related to the work.
3. If at any time this job description ceases to be in accordance with the job actually being performed by the worker, the Client must immediately provide Extra Talent Detaching with an accurate job description. The remuneration of the worker will be re-assessed on the basis of the new job description. The job and/or wage scale may be revised during the secondment if the worker can reasonably claim for such a revision on the basis of any law or regulation. If the revision results in a higher wage, Extra Talent Detaching will adjust the worker's wage and the secondment fee, together with any consequential expense payments.
4. The Client must provide Extra Talent Detaching in good time with accurate and complete information about the components itemised in section 2 of this article. If the client provides Extra Talent Detaching with incorrect or incomplete information regarding these components, or the wage needs to be revised on the basis of the provisions of section 3 of this article, then, as from the start of the relevant job, Extra Talent Detaching is entitled to adjust the wage and other remuneration of the worker, as well as the corresponding fee payable by the Client, with retroactive effect as from the start of the relevant job, and to invoice the Client accordingly.
5. If the worker's wage and the other remuneration cannot be determined in line with the proportionate wage rule, it will be determined through consultation between Extra Talent Detaching, the Client, and the worker taking account of the level of training and experience of the worker and the responsibilities and skills involved in the performance of the job.
6. If once the worker has turned up at the work place the Client makes no more than three hours' use of his services, the Client must pay the secondment fee plus any expense claims over the first three hours per call if:

- a. the agreed working hours are fewer than 15 hours per week and the working times have not been determined; or
 - b. there is an on-call contract as defined in Book 7 Article 628a of the Dutch Civil Code.
- 7. If a worker has already been called, but as a result of exceptional circumstances affecting the Client the work cannot be performed or the working times are changed, the Client must notify Extra Talent Detachering accordingly, at least four days before the day when the work was to commence. If the Client fails to do so, and the worker has a non-call contract pursuant to Book 7 Article 628a of the Dutch Civil Code, the Client is liable to pay the secondment fee plus any expenses owed for the number of hours and times relating to the original call.
- 8. If given the nature of its business the Client requires the worker to possess certain items such as a certificate of good conduct or personal protective wear, these will be provided – as far as possible – by the Client. If any such items are provided by Extra Talent Detachering, then Extra Talent Detachering is entitled to invoice the Client for the costs related thereto.
- 9. If during the secondment there is any business closure or mandatory free day, the Client must notify Extra Talent Detachering accordingly at the time of entering into the secondment contract, so that Extra Talent Detachering can take this into account in determining the terms of employment. If the Client fails to do this, it is obliged to pay Extra Talent Detachering for the number of working hours agreed in the secondment contract in respect of the business closure or free day, plus the most recent secondment fee calculated thereon, plus any expense claims.

Article 13 Content of the secondment contract and notice periods

- 1. The secondment contract should stipulate the period of secondment of the worker but, if this is not yet known in advance, should stipulate as careful an estimate thereof as possible. Insofar as possible and desirable, the contract should stipulate the start date and end date of the secondment, the number of hours to be worked, the notice period, and the terms of employment of the employee.
- 2. If the employment contract is governed by the agency clause, neither Extra Talent Detachering nor the Client need to comply with any notice period if they wish to terminate the secondment at an earlier date, unless agreed otherwise in writing.
- 3. If the agency clause does not apply to the employment contract this creates an employment contract for a fixed term or an indefinite term. In such a case, the secondment contract will only end through the expiry of the agreed duration of the secondment, unless agreed otherwise in writing.
- 4. If the Client wishes to terminate early the secondment of a worker who on the basis of an employment contract is employed for a fixed term or indefinite term, the Client will be liable to pay Extra Talent Detachering compensation immediately on demand. This compensation is equal to 100% of the most recent secondment fee for the relevant worker multiplied by the number of agreed hours stipulated in the secondment contract for the period commencing the early termination up to the end date of the secondment contract as originally agreed.
- 5. If the Client wishes to terminate the secondment in the absence of any agreement regarding its duration, and on the basis of the employment contract the worker is employed for a fixed term or indefinite term, there is a notice period of three months, unless agreed otherwise in writing.

Article 14 Creating an employment contract directly between the Client and worker

1. If the Client or a business associated with the Client wishes to enter into an employment contract or other kind of employment relationship with a worker supplied, or to be supplied, by Extra Talent Detachering whether directly or through an associated business, it will immediately notify Extra Talent Detachering in writing of this wish.
2. If the Client wishes to enter, or does enter, into any kind of employment relationship with the worker before the worker has worked 1,040 hours for the Client through the agency of Extra Talent Detachering, it is liable to pay compensation in accordance with Article 9a (2) of the Wet allocatie arbeidskrachten door intermediairs (*Allocation of Workers by Intermediaries Act*) for the services supplied by Extra Talent Detachering in respect of the secondment, recruitment, selection, and investment, including with regard to any training of the worker. Subject to any contrary provision in the secondment contract, or other contract, and/or the confirmation of order, this compensation is equal to 30% of the gross annual salary including holiday pay, excluding VAT. This applies whether it is the Client - either directly or through a third party – that has approached the worker in this regard, or it is the worker – either directly or through a third party – who has applied to the Client.
3. Reference in this article to other kinds of employment relationships includes:
 - a. an appointment as a civil servant;
 - b. a contract for services;
 - c. the supply of the worker to the Client by a third party (for example another employment agency) for the same or different work.
3. The Client may not enter into an employment contract with the worker, either directly or through a business associated with the Client, if the worker has not lawfully terminated the employment contract with Extra Talent Detachering.
4. The Client is not permitted to encourage workers to enter into an employment contract, or another kind of employment relationship, with another business with the intention of hiring such workers through this other business.

Article 15 Selection of workers

1. A worker is selected by Extra Talent Detachering or via a third party engaged by Extra Talent Detachering on the basis of – on the one hand – the worker's capabilities and skills, and – on the other hand – the information supplied by the Client regarding the work / job requirements demanded of the worker.
2. Extra Talent Detachering does not select on the basis of requirements not relevant to job performance which in any event would or could lead to direct discrimination on the basis, inter alia, of race, religious faith, sex, and/or handicap. Any such requirements will be disregarded by Extra Talent Detachering.
3. The Client has the right, if a worker does not satisfy its stipulated requirements, to notify Extra Talent Detachering of this fact within four hours after the start of the work. In such a case, the Client must pay Extra Talent Detachering as a minimum the wage and other remuneration owed to the worker, plus the employer's share of social insurance contributions, and the obligations arising under the NBBU-CAO.

4. During the term of the secondment contract Extra Talent Detachering is entitled to propose the replacement of a worker if, for example, this worker is no longer able to perform the work. In such a case the secondment fee will be revised.

Article 16 Client's duty of care and indemnifying of Extra Talent Detachering

1. The Client acknowledges its obligation under the Arbeidsomstandighedenwet (*Working Conditions Act*) and Book 7 Article 658 of the Dutch Civil Code to provide a safe workplace for the worker. The Client will provide the worker with specific instructions to prevent the worker suffering any loss in the performance of his work. The Client will also supply the worker with personal protective wear if necessary.
2. In good time before the secondment commences, the Client will supply the worker and Extra Talent Detachering with the necessary information regarding the required professional qualification of the worker, as well as the Risk Inventarisation and Evaluation (RI&E) containing the specific characteristics of the work place where work is to be performed.
3. The Client may not in turn second the worker it has hired to any third party to work under that third party's management and supervision without the permission of Extra Talent Detachering.
4. The Client is liable to the worker and to Extra Talent Detachering for, and consequently liable to compensate them for, any loss suffered by the worker in the performance of his work, unless the loss is substantially the result of any deliberate act or gross negligence on the part of the worker, having regard to the provisions of Article 6.
5. If in the performance of his work the worker suffers personal injury resulting in death, in accordance with Book 6 Article 108 of the Dutch Civil Code the Client is liable to the persons listed in that article and must compensate Extra Talent Detachering for loss incurred by the said persons, unless such loss is substantially the result of any deliberate act or gross negligence on the part of the worker, having regard to the provisions of Article 6. The Client must also compensate Extra Talent Detachering for the costs connected with the payment of the benefit pursuant to Book 7 Article 674 of the Dutch Civil Code.
6. The Client fully indemnifies Extra Talent Detachering for any claim made against Extra Talent Detachering due to non-compliance by the Client with the obligations stipulated in this article, and will compensate Extra Talent Detachering in full for the costs of legal representation incurred as a result. The Client grants Extra Talent Detachering authority to assign its rights as described in this article to another party with a direct interest therein.
7. The Client must ensure there is sufficient, liability insurance to completely cover all direct and indirect loss as described in this article.
8. If the Client intends to provide the worker with a car, it must immediately inform Extra Talent Detachering accordingly. Only in consultation with Extra Talent Detachering may the Client and the worker agree for the car to be driven for private use, so that Extra Talent Detachering can take account of this in the calculation of wage tax. If the Client fails to do this, it must compensate Extra Talent Detachering for all loss, costs, and tax and other liabilities it incurs as a result thereof.

Article 17 Identification and personal data

1. At the start of the secondment the Client must ascertain the identity of the worker on the basis of original identity documents. The Client will keep such records as enable it to establish the identity of the worker.
2. Extra Talent Detachering and the Client treat all personal data of workers with which they are supplied in the context of the secondment as confidential, and process this data in accordance with the provisions of the General Data Protection Regulation (the GDPR), the privacy regulations of Extra Talent Detachering, and other relevant privacy legislation.
3. The Client is responsible for supplying personal data to, or requesting personal data from, Extra Talent Detachering only if and insofar as it is entitled to supply or request this personal data on the basis of the GDPR.
4. The Client indemnifies Extra Talent Detachering against any claims made by candidates, workers, employees of the Client, or other third parties against Extra Talent Detachering, in connection with any breach by the Client of the GDPR and other privacy legislation and must compensate Extra Talent Detachering for the costs it has incurred as a result.