

SUPPLEMENTARY TERMS & CONDITIONS
WORKFORCE (NON-SPECIALIZED SUPPORT)
12GROUP

12Group

Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

These Additional Terms and Conditions supplement the General Terms and Conditions of 12Group and apply to all Workforce services provided by 12Group. By issuing an assignment, signing a quotation, or purchasing Workforce services, the Client expressly agrees to the applicability and content of these Additional Terms and Conditions.

Article 1 - Definitions

1. **Workforce services:** all services aimed at support in non-specialized activities, including but not limited to logistical support, simple administrative tasks, basic data entry, collection or delivery of items, gathering information on location, performing simple errands, and other comparable supportive activities.
2. **Non-specialized activities:** activities that do not require substantive, strategic, creative, or technical expertise.
3. **Specialized activities:** activities requiring knowledge, experience, or expertise in areas such as marketing, design, strategy, consultancy, ICT, SEO, photography, videography, administration involving complex processes, or other specialized disciplines.
4. **Assignment duration:** the pre-agreed fixed duration of the Workforce service, for example 3 hours.
5. **Scope:** the tasks, duration, location, and conditions agreed upon in writing in the quotation, agreement, or invoice.
6. **Engagement:** the deployment of personnel, freelancers, subcontractors, or third parties by 12Group to provide Workforce services.
7. **Time registration:** the time recorded by 12Group, including travel time, waiting time, preparation time, and execution time.
8. **Travel expenses:** costs related to transportation, parking fees, and travel time as agreed in the quotation or agreement.
9. **Place of performance:** the location where the activities take place, including locations of the Client or third parties.
10. **Replacement:** the deployment of another employee or third party to replace the originally scheduled employee.
11. **Absence:** the failure of the Client or the assigned employee to be (timely) available for the execution of the Workforce service.

12. **Personal data:** all information relating to an identified or identifiable natural person, including data of employees or contact persons of the Client.

Article 2 - Applicability

1. These Additional Terms and Conditions apply to all Workforce services of 12Group.
2. Deviations are only valid if agreed in writing and signed by 12Group.
3. The Client's general or additional terms and conditions are expressly rejected.
4. In case of conflict, these Additional Terms and Conditions prevail over all other communications.
5. The Client can never claim more activities, hours, or rights than explicitly agreed in writing and invoiced.

Article 3 - Scope and Limitation to Non-Specialized Activities

1. Workforce services are strictly limited to non-specialized activities as described in Article 1.
2. Activities outside the agreed scope will not be performed without prior written approval and may be invoiced as additional work.
3. If during execution it appears that the requested activities are of a specialized nature, 12Group is entitled to refuse, suspend, or terminate execution without liability.
4. If the Client nevertheless wishes 12Group to perform such activities, a new agreement or written assignment must be concluded in advance at the applicable rates for specialized services.

Article 4 - Engagement, Personnel, and Subcontracting

1. 12Group is entitled to deploy personnel, freelancers, subcontractors, or third parties to perform Workforce services.
2. The Client is not entitled to information about the identity, CV, or background of deployed personnel unless legally required.
3. 12Group remains responsible for compliance with the terms and quality of execution, even if third parties are engaged.
4. The Client cannot claim direct employment or engagement of 12Group personnel.
5. 12Group is entitled to replace employees without prior consent of the Client, provided the replacement is sufficiently qualified.
6. 12Group is entitled to transfer execution to a third party without the Client deriving any rights from such transfer.

Article 5 - Hours, Travel Time, and Travel Expenses

1. Workforce services are invoiced based on actual hours worked.
2. Travel time, waiting time, preparation time, and travel between locations may be counted as working time unless agreed otherwise in writing.
3. Travel expenses are invoiced separately in accordance with agreed rates or applicable tax regulations.

4. Unused time within the agreed duration does not entitle the Client to refund, discount, or rescheduling.
5. If execution takes longer than agreed, 12Group will notify the Client in writing and may invoice additional time as extra work.

Article 6 - Identification, Access, and Safety

1. The Client shall ensure safe access to locations, equipment, and required facilities.
2. The Client is responsible for timely provision of necessary access details, keys, codes, badges, or safety instructions.
3. If 12Group or its personnel cannot work safely or access is denied, 12Group is entitled to suspend activities and invoice accordingly.
4. The Client is liable for damage resulting from insufficient safety or unsafe working conditions.
5. The Client must provide necessary PPE, clothing, or other safety equipment if required.

Article 7 - Conduct, Confidentiality, and Integrity

1. 12Group expects professional and respectful conduct from the Client.
2. 12Group may terminate activities in case of inappropriate behavior, intimidation, threats, or discrimination.
3. Parties are obliged to maintain confidentiality regarding confidential information.
4. This obligation continues after termination.
5. The Client must inform 12Group of relevant risks or sensitivities, including safety or privacy-related risks.

Article 8 - Responsibility for Instructions and Resources

1. The Client is responsible for the accuracy and completeness of instructions and resources required for execution.
2. Consequences of incorrect or incomplete instructions are fully at the Client's expense.
3. If the Client engages third parties or performs activities (partially) itself, 12Group is not liable for their quality or consequences.
4. The Client must ensure necessary permits, consents, and rights if work takes place at third-party locations.

Article 9 - Liability and Indemnification

1. 12Group's liability is limited to direct damage.
2. 12Group is never liable for indirect damage, consequential damage, loss of profit, reputational damage, or missed opportunities.
3. Any liability is limited to the invoice amount of the relevant Workforce service or the amount paid out by the insurer.
4. The Client fully indemnifies 12Group against all third-party claims arising from

execution of Workforce services, including damages, fines, claims, or costs.

5. 12Group is not liable for damage resulting from incorrect instructions or unsafe conditions caused by the Client.

Article 10 - Insurance

1. 12Group maintains adequate business liability insurance.
2. The Client is responsible for its own insurance (liability, damage, theft, accidents).
3. 12Group is not liable for damage falling under the responsibility of the Client or its insurers.

Article 11 - Payment and Suspension

1. Workforce services are invoiced in accordance with the agreement.
2. Payment must be made within 14 days of invoice date unless agreed otherwise in writing.
3. In case of late payment, the Client is automatically in default.
4. 12Group may immediately suspend or terminate services in case of non-payment.
5. Suspension does not entitle the Client to compensation or continuation of services.

Article 12 - Termination, Cancellation, and No-Show

1. The Client may cancel an assignment, but 12Group retains the right to charge for preparation costs, travel time, and deployment already made.
2. In case of no-show or unavailability without timely cancellation, 12Group may charge the full rate.
3. Interim termination does not release the Client from payment obligations.
4. Cancellation must be made in writing and is only valid after confirmation by 12Group.

Article 13 - Force Majeure

1. Force majeure includes illness, system failures, equipment breakdown, weather conditions, government measures, unsafe situations, and other circumstances beyond 12Group's control.
2. During force majeure, 12Group may suspend obligations without liability or compensation.
3. If force majeure lasts longer than 14 days, 12Group may terminate the agreement without compensation.

Article 14 - Privacy, Data Protection, and GDPR

1. Parties process personal data in the context of Workforce services.
2. 12Group processes personal data in accordance with the GDPR and maintains a privacy policy available upon request.
3. The Client is responsible for lawful data processing and obtaining necessary consents.

4. The Client indemnifies 12Group against claims or fines resulting from unlawful processing by the Client.
5. If 12Group processes personal data on behalf of the Client, 12Group acts as processor and the Client as controller.

Article 15 - Intellectual Property and Use of Materials

1. All intellectual property rights belong to 12Group unless agreed otherwise in writing.
2. The Client obtains only a non-exclusive, non-transferable, and non-sublicensable right of use for delivered materials and results.
3. Materials, documents, reports, or templates developed by 12Group may not be used, copied, or distributed without written permission.
4. Materials provided by the Client remain the property of the Client.

Article 16 - Transfer and Deployment with Third Parties

1. 12Group may transfer execution of Workforce services wholly or partially to a third party.
2. The Client cannot derive rights from such transfer nor claim approval or modification of the third party.
3. 12Group remains responsible for compliance and quality.

Article 17 - Duration, Continuation, and Extension

1. Workforce services are entered into for a pre-agreed fixed duration (e.g., 3 hours).
2. Extensions must be agreed in writing.
3. If no termination is communicated and activities continue after the agreed duration, 12Group may invoice additional hours.

Article 18 - Disputes and Applicable Law

1. These Additional Terms and Conditions are governed exclusively by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands.