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## GENERAL TERMS AND CONDITIONS

of

Smelt Human & Capital B.V.

and all its affiliated companies:

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| Smelt Interim & Detachering       | B.V. (KvK 32110595) |
| Smelt Werving & Selectie          | B.V. (KvK 30105542) |
| Smelt & Partners in Life Sciences | B.V. (KvK 68417101) |

also trading under the names:

- SMC Smelt Management Consultancy
- Smelt Academy
- Smelt Flex
- Smelt Interim

hereinafter referred to as Smelt.

Smelt is registered at Amaliaaan 126E, 3743 KJ Baarn, the Netherlands, which is also its statutory seat, and is registered in the Trade Register of the Chamber of Commerce Gooi and Eemland in Amersfoort under number KvK 32123985.

### Article 1 – General

Smelt specializes in providing temporary and permanent staffing solutions to organizations in the life sciences and engineering sectors, as well as developing and delivering training programs and consultancy services in these sectors.

### Article 2 – Applicability

- All our offers, agreements, and their execution are exclusively governed by these terms and conditions.
- Any deviating terms and conditions used by the other party are only binding on us if and to the extent we have explicitly agreed to them in writing.
- Any deviations from these terms and conditions must be explicitly agreed upon in writing.
- If we have agreed in writing to the applicability of deviating terms and conditions, these terms and conditions remain otherwise in full force.
- The other party cannot derive any rights for future agreements from any deviations agreed upon; accepted deviations are valid only once.
- Once these general terms and conditions apply, they also apply without further notice to new agreements between the parties, unless explicitly excluded, and to all non-contractual relationships between the parties. If these terms and conditions are amended over time but their substantive content remains unchanged, the new amended terms and conditions will replace the current ones.

G. If any provision of these general terms and conditions is null and void or annulled, such nullity will only be partial and not more strictly necessary, and the other provisions of these general terms and conditions will remain fully in force. The foregoing also explicitly applies to clients who are consumers as defined in Articles 6:236 and 6:237 of the Dutch Civil Code.

H. The client grants Smelt prior permission to transfer the agreement to an affiliated company if Smelt deems this desirable. The provisions in these general terms and conditions regarding Smelt's obligations and liability also apply to third parties engaged by or on behalf of Smelt in the relationship with the client. These third parties may invoke these terms and conditions directly against the client and/or customer. Article 7:404 of the Dutch Civil Code is explicitly excluded. Limitations of liability related to amounts apply to the total liability of Smelt and the third parties engaged by it together and do not accumulate per liable party.

### Article 3 – Agreements

1. Agreements are concluded by signing the confirmation of an agreement sent by us and returning it, and they commence on the day of receipt by us or when Smelt actually begins executing the work. Offers are non-binding and revocable. Revocation is immediate and possible until the acceptance of an offer, as long as we have not received a confirmation letter from the other party or if the offer is not accepted within the stated period, or if the signed agreement or its confirmation is not received within the specified period.
2. Upon written confirmation of an assignment by us, the content of the assignment confirmation is considered the content of the agreement, which is binding on both parties.
3. Smelt may terminate an agreement if, due to business circumstances, the assignment proves impractical, preventing Smelt from achieving the intended goal, or if the intended goal is changed by the client during the assignment, requiring modification of the assignment. In such cases, the client owes Smelt 50% of the agreed fee.
4. The client is entitled to terminate the agreement if there are business or organizational reasons. In such cases, the client must notify Smelt in writing, stating the reasons and providing evidence. Termination in this case entitles Smelt to limit its fee to sending an invoice for the hours spent.
5. Termination as referred to in this article is always done by sending a registered letter with a signature.
6. Neither party is allowed, during the term of the service and within one year after its termination, to employ or engage in negotiations with individuals involved in the execution of the service on behalf of the other party, without prior written consent from the other party. Smelt may attach (financial) conditions to this written consent.

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## Article 4 – Exclusivity

Recruitment and selection assignments are, unless otherwise stated in writing in the agreement, based on exclusivity. This means Smelt is the only party authorized to perform the recruitment and selection assignment and/or fill a position, assignment, or vacancy. If candidates apply through the client or third parties, Smelt will include these candidates in the procedure. The client is obliged to inform Smelt about such candidates. Smelt may attach a benefit to exclusive assignments.

## Article 5 – Execution of Services

A. Smelt endeavors to execute services with due care. Services by Smelt are explicitly intended only for the client or involved third parties. Smelt does not guarantee the achievement of the client's intended result.

B. Smelt is not liable for the suitability of the use of the services by the client, unless explicitly agreed otherwise in the agreement.

C. The client is obliged to provide all data and information requested by Smelt. Additionally, the client must provide all other facts and circumstances relevant to the correct execution of the agreement to Smelt.

D. Smelt supports the client by providing a flexible workforce to perform the tasks described in the assignment confirmation or specified in the Interim Management Agreement. The estimated period during which the flexible workforce is deployed, or the estimated duration of the tasks, is indicated in the assignment confirmation/individual provision or Interim Management Agreement.

## Article 6 – Termination

A. A recruitment and selection assignment/agreement can be terminated by Smelt if the job requirements prove to be unreasonable in practice, preventing Smelt from proposing suitable candidates.

B. A recruitment and selection assignment/agreement can be terminated by Smelt if the job requirements are changed by the client during the assignment, altering the job profile or location of the future employee (flexible workforce) in practice. If these termination grounds occur, the client owes Smelt 50% of the estimated fee as if the placement was successful.

C. The client is entitled to terminate the agreement if there are business or organizational reasons. In such cases, the client must notify Smelt in writing, stating the reasons and providing evidence. Termination in this case entitles Smelt to limit its fee to sending an invoice for the hours spent, which will amount to a maximum of two-thirds of the (previously stated) expected fee, with a minimum of one-third of the (previously stated) expected fee, and at least equal to the amount of the advance invoice sent.

D. Termination as referred to in this article is always done in writing by sending a registered letter with a signature.

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### Article 7 – Fees

- A. The client owes Smelt a fee for the work performed, as described in the (Framework) Agreement, Recruitment and Selection Assignment, Assignment Confirmation, or Interim Management Agreement. This does not include external costs such as travel and accommodation expenses incurred by trainers, coaches, consultants, and organizational advisors.
- B. Smelt is entitled, by written notice to the client, to adjust the agreed prices and/or rates for services. Price increases will be passed on to the client from the time of these changes and at least annually as of January 1st.
- C. If the client does not wish to agree to price and/or rate adjustments announced by Smelt, the client is entitled to terminate the agreement in writing within seven working days after the aforementioned notice, effective on the date stated in Smelt's notice when the price and/or rate adjustments would take effect.
- D. Additional work requested by the client, other than what was previously described, will be provided on a post-calculation basis only.
- E. Costs for additions and/or changes to the assignment or agreement are at the client's expense.
- F. The work performed by a flexible worker will be compensated by the client to Smelt based on the number of hours/days/months spent executing the assignment.
- G. Invoices are sent to the client monthly in advance, based on the purchase order. Smelt's invoices are generally prepared based on monthly reports (time sheets) signed for approval by the client.
- H. At the start of the work, Smelt is entitled to invoice one (1) additional month to cover late payments.
- I. The hourly/monthly rate is stated in the assignment confirmation. The rate applies exclusively to the flexible worker named in the assignment confirmation.
- J. The rate stated in the assignment confirmation applies to the calendar year in which the assignment was accepted by the client. Price increases resulting from (semi-)government measures will be passed on to the client from the time of these changes. Price increases resulting from wage cost developments (at the client's initiative) for Smelt's flexible workers will be passed on to the client directly after these wage costs change.
- K. If explicitly stated in the assignment confirmation, Smelt is entitled to charge the client for costs other than the hourly rate.
- L. All fees are exclusive of VAT.
- M. Objections to the accuracy of the invoice must be submitted in writing and with justification to Smelt within 14 days of the invoice date; otherwise, the client is deemed to have agreed to the entire invoice. After this period, objections will no longer be considered, and the client will have forfeited their rights.
- N. If the client disputes the accuracy of an invoice, they are still obligated to pay the undisputed portion. The client is not entitled to invoke set-off.

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## Article 8 – Intellectual or Industrial Property Rights

A. All intellectual or industrial property rights to the services remain exclusively with Smelt. For this purpose, Smelt's licensors, who are represented to the client and/or customer solely by Smelt, are included. The client obtains only a personal and non-transferable right of use. This right is limited to the Netherlands. Otherwise, the client will not reproduce the services or the data carrier provided in the context of the services to the client, nor will they make copies. The client will not provide the services to third parties and will use them only for the purpose for which they were provided. The client is not permitted to remove or alter any indication of copyrights, trademarks, trade names, and/or other intellectual or industrial property rights from the services, including indications of the confidential nature and secrecy of the services.

B. All documents provided by the client to the flexible worker or introduced candidate in the context of the work, the application procedure, and/or the execution of the project are and remain the full property of the client.

## Article 9 – Time

The mere exceedance of an agreed delivery time does not put Smelt in default. Nor does the client have the right to compensation for any damage suffered.

## Article 10 – Force Majeure

A. In the event of force majeure on the part of Smelt, the execution of the agreement is suspended for as long as the force majeure situation prevents Smelt from performing, without prejudice to Smelt's right to terminate the agreement without judicial intervention. In such cases, the other party is only obligated to pay a reasonable fee determined by Smelt for the work already performed.

B. Force majeure includes, among other things: fire, strike, lockouts, sabotage, riots, mobilization, war, danger of war, state of war, state of siege, disruption of land, water, or air traffic, flooding, ice conditions, and other delays in transportation, government measures, without Smelt being obligated to prove the influence of these on the prevention or delay.

## Article 11 – Liability / Confidentiality of Data

A. Smelt's liability for any damage other than direct damage, including indirect damage, consequential damage, delay damage, etc., is explicitly excluded, whether due to attributable acts or torts.

B. The provision in section A only does not apply if there is intent or gross negligence on the part of Smelt or its managerial staff.

C. The client indemnifies Smelt against any claims from third parties due to a fault of the temporary/flexible worker or interim manager involved in the work. If Smelt is held liable by a third party despite the above and Smelt has to pay damages, Smelt has the right of recourse against the client for the entire amount paid in damages and costs.

D. A prerequisite for the right to any compensation for damages is that the client, as soon as possible but no later than three months after discovering or reasonably should have discovered the shortcoming, submits a written and reasoned protest to Smelt. Liability expires one year after the shortcoming is identified, but no later than one year after the assignment mentioned in the assignment confirmation has ended.

E. Smelt is not liable for any damage of any kind resulting from Smelt relying on incorrect and/or incomplete data provided by or on behalf of the client.

F. Smelt exercises the care of a good contractor in performing the work. Smelt is not liable for (providing) candidates who do not meet the requirements set by the client, given that the final decision regarding the suitability and hiring or offering of an employment agreement to a candidate or temporary worker rests solely with the client and is at the client's discretion.

G. The client acts as the material employer towards the flexible worker or as the material client towards the interim manager. The flexible worker and the interim manager report on the progress of achieving the (project) objectives. Smelt is never liable for damage resulting from the execution of the assignment.

H. The client is obligated to support the activities of the flexible worker or interim manager within the organization in such a way that all activities arising from laws and regulations are fully complied with. If the client does not, does not fully, or does not timely comply with this provision, Smelt reserves the right to terminate agreements and the associated (individual) provision of flexible workers and/or interim managers with immediate effect. Any costs and/or damages incurred by Smelt (or its affiliated companies) as a result of this premature termination of the agreements will be reimbursed by the client to Smelt.

I. Smelt does not bear any responsibility for any intended result of hiring flexible workers, interim managers, or appointing candidates. Consequently, Smelt is never liable for not achieving, not fully achieving, or not timely achieving the intended result and any resulting damage and/or costs.

J. Smelt is never liable for damage and/or costs if the flexible worker or interim manager performs work other than described in the (individual) agreement—individual provision.

K. Smelt is only liable for direct damage. Direct damage is understood to mean exclusively:

L. The reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage as defined in this agreement;

M. Any reasonable costs incurred to bring Smelt's deficient performance in line with the agreement (Interim Management Assignment), insofar as these can be attributed to Smelt;

N. The reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as intended in this article. L. Smelt's liability for indirect damage, such as consequential damage, delay damage, lost profits, missed savings, damage due to business stagnation, and the like, is explicitly excluded. M. Any liability of Smelt is in all cases limited to an amount of at most twice the realized turnover of the relevant (individual) provision per fiscal year (January 1 to December 31), up to a maximum of four events per year. If the assignment (individual provision) lasts longer than six months, the aforementioned liability is limited to an amount equal to the total amount Smelt has received from the client in the context of the assignment (individual provision) in the last six months before the damage occurred. N. Smelt has professional liability insurance and business liability insurance in accordance with the generally applicable standards in the Netherlands.

O. The information provided by Smelt to the client is highly confidential and personal. The client must therefore handle the provided information with the utmost discretion, and disclosure of the information to third parties must be limited to those directly involved with Smelt. Data, both oral and written, will not be disclosed to others unless the person(s) involved or Smelt has given explicit written permission.

P. Smelt is obligated to maintain confidentiality towards third parties regarding confidential information about the client obtained during the performance of the work, unless Smelt has a legal professional obligation to disclose. This obligation also applies to flexible workers working on behalf of Smelt.

Q. Confidential information includes, in any case, all information designated as such by the client.

R. Smelt is not permitted to use the information provided by the client for any purpose other than that for which it was obtained. An exception is made if Smelt acts on its own behalf in any legal procedure where this information may be relevant.

S. Under the General Data Protection Regulation (GDPR), all curricula vitae and additional information regarding candidates provided by Smelt to the client must be returned to Smelt or destroyed after the assignment is completed.

## Article 12 – Payment

A. Payment of our invoices must be made without any discount or compensation within 30 days of the invoice date.

B. All payments must be made by transferring the amount due to Smelt's bank account, explicitly stated in the invoice, with the invoice number mentioned.

C. Payments must be made in the currency in which the agreed prices are expressed.

D. Any payment by the other party is primarily applied to the payment of interest owed by them, as well as judicial and extrajudicial costs, as determined in the following articles, and is then deducted from the oldest outstanding claim.

E. The other party will be in default by the mere expiration of the aforementioned 30-day period after the invoice date; a notice of default is not required unless there are reasons to grant the other party an additional reasonable period for performance.

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G. All extrajudicial costs related to collection are at the client's expense. The extrajudicial costs are set according to the guidelines applicable in Dutch law (Dutch Civil Code, Article 6:96, paragraph 4).

H. Any payment by the client is first applied to the payment of interest due and then to the payment of the costs incurred in collection. Only after payment of these amounts does any payment by the client reduce the outstanding principal claims.

I. If the client's creditworthiness gives cause, Smelt may demand additional security, failing which it may suspend the execution of the agreement.

## Article 13 – Interest

A. If a longer credit period than thirty days is granted or taken incorrectly, the other party owes interest on the invoice amount from the invoice date.

B. This interest amounts to one and a quarter percent (1.25%) per month.

## Article 14 – Costs

If we are forced to hand over the collection of our claim against the other party to a third party, both judicial and extrajudicial collection costs will be at the client's expense, in accordance with the provisions of Article 6:96, paragraph 4 of the Dutch Civil Code.

## Article 15 – Payment of Social Premiums and Taxes

A. Smelt guarantees compliance with social insurance laws and tax laws regarding the flexible worker involved (or previously involved) in the work. Smelt indemnifies the client against any claims or additional assessments of social security contributions and/or taxes related to the flexible worker involved (or previously involved) in the work as mentioned in the assignment confirmation.

B. Upon the client's first request, Smelt will provide proof of the payment of taxes and social premiums for the flexible worker of Smelt who has been deployed at the client based on the assignment confirmation.

## Article 16 – Cooperation by the Client

If a (temporary) worker from Smelt performs work at the client's location, the client will enable the flexible worker to perform the work properly by providing training, coaching, and instruction, and by providing the employees free of charge with adequate workspace and facilities 'in accordance with the legislation on working conditions' necessary for the execution of the work or project.

## Article 17 – Ownership

All documents provided by the client to the flexible worker in the context of the work remain the full property of the client.

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### Article 18 – Hiring Flexible Workers

- A. The client is not permitted to employ the flexible worker mentioned in the assignment confirmation in an employment relationship or have them perform work through third parties. B. The prohibition mentioned in section A applies during the term of the assignment or Interim Management Agreement and for a period of twelve months after the termination of the assignment or Interim Management Agreement.
- B. The provisions of sections 1 and 2 of this article do not apply if the client has obtained prior written permission from Smelt to deviate from sections A and B. Smelt may attach conditions to this permission, which will be submitted to the client in writing for approval.
- C. In case of violation of any of the provisions of this article, the client forfeits an immediately payable penalty of €20,000.

### Article 19 – Hiring (Introduced) Candidates

- A. If a candidate introduced by Smelt enters into employment with the client/other party within two years of the introduction, or commits to performing certain services for a specific/limited time, or commits to accepting work and/or assignments in the Netherlands or at a company affiliated with the client outside the Netherlands, the client (other party) owes Smelt the fee agreed upon between the client and Smelt.
- B. If a candidate introduced by Smelt to the client unilaterally terminates their employment contract within three months of its commencement, Smelt will repeat the recruitment and selection assignment once free of charge, excluding advertising, travel, and accommodation costs.
- C. If the client/other party wishes to enter into an employment agreement with more candidates from the relevant selection procedure, or have work performed through third parties, or commit to accepting work and/or assignments in the Netherlands or at a company affiliated with the client outside the Netherlands, the client owes the full fee for each candidate to be hired/appointed.
- D. If the candidate fills the assignment in a part-time function/employment, the fee is calculated based on the salary (gross monthly salary × 12 months + holiday allowance + fixed 13th-month allowance or profit distribution if applicable) that would apply in the case of a full-time (40 hours per week) appointment.

### Article 20 – Protection Against Hazards

- A. The client will fully comply with the provisions of Article 7:658 of the Dutch Civil Code (protection against hazards) with regard to the flexible worker involved in the work. The client is fully liable to the flexible worker in this context. In this context, the client explicitly indemnifies Smelt against any claim from the relevant flexible worker.
- B. If Smelt is held liable by a flexible worker and Smelt has to pay damages in this context, Smelt has the right of recourse against the client for the entire amount paid in damages and costs.

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## Article 21 – Offers / Quotes

All offers, quotes, and prices from Smelt, wherever published and however made, are always non-binding unless explicitly agreed otherwise in writing.

## Article 22 – Termination of Agreement

A. The client and Smelt have the right to terminate an agreement that relates to a period of twenty-four months or longer (or a so-called subscription structure with a term longer than twenty-four months) with a notice period of three months, if it cannot reasonably be expected from the parties to maintain the concluded agreement due to unforeseen circumstances, such as reorganizational situations. Termination must be done in writing. The agreement is only terminated once both parties have jointly signed a termination letter intended for this purpose.

B. The client and Smelt have the right to terminate the agreement with immediate effect, without judicial intervention, by written declaration:

1. If the other party, after a written notice of default with a reasonable period for rectifying the default, remains in default;
2. If Smelt or the client is granted (provisional) suspension of payment;
3. If Smelt or the client is declared bankrupt;
4. If there are circumstances in which it cannot reasonably be expected from the parties, or from one of the parties, to continue the agreement until the end date.

C. The termination of the agreement for whatever reason does not release the parties from ongoing obligations under the agreement.

## Article 23 – Good Client Practices

A. The client shall conduct themselves towards the flexible worker in the exercise of supervision or management, as well as with regard to the execution of the work, with the same level of care as they are required to exercise towards their own employees.

B. The client is not permitted to "sublet" the flexible worker to a third party; that is, to make them available to a third party for the performance of work under the supervision or management of this third party. Subletting to a third party also includes subletting to a (legal) person with which the client is connected in a group (concern), as referred to in Article 7:691, paragraph 6 of the Dutch Civil Code.

C. The client may only deploy the flexible worker in a manner deviating from what is specified in the assignment and conditions if Smelt has given prior written consent. Conditions may be attached to this consent. D. The client is not permitted to deploy a flexible worker outside the Netherlands without explicitly informing Smelt and without obtaining prior written consent from Smelt. To obtain consent, Smelt must at least be informed of the country, location, nature of the work, and the estimated duration of the stay abroad.

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## Article 24 – Applicability

A. If any of the provisions included in these General Terms and Conditions are not applicable for any reason, either wholly or partially, this provision, or this part, shall be deemed to be replaced by an applicable provision that corresponds as closely as possible in its effect to the aforementioned provision.

B. The inapplicability of one or more provisions of these General Terms and Conditions does not affect the applicability of the other provisions.

## Article 25 – Applicable Law

Dutch law shall exclusively apply to all agreements between Smelt and the other party.

## Article 26 – Competent Court

All disputes that may arise between Smelt and the other party in connection with agreements concluded between the parties shall exclusively be settled by the District Court of Utrecht, unless a mandatory legal provision designates another court as competent.

## Article 27 – Deposit

These terms and conditions were deposited with the Chamber of Commerce Gooi and Eemland in Amersfoort on June 10, 2025, from which date any previous General Terms and Conditions of ours shall be considered null and void.