

GENERAL TERMS AND CONDITIONS FOR THE CONTRACT FOR SERVICES OF THE CLIENT COMPANY

(AS OF 20 FEBRUARY 2020)

Coople (Netherlands) Temp Staff B.V. ("Coople") is a temporary employment agency ("*uitzendbureau*") registered at the Trade Register of the Dutch Chamber of Commerce under registration number 76575373.

BACKGROUND

Coople operates the website www.coople.com (hereinafter 'website') and the Coople app (hereinafter 'app'), which use largely automated methods to match job seekers registered with Coople to clients for assignments that are **exclusively located within the Netherlands** (so-called matching).

For Coople to hire out workers ("*uitzendkrachten*") to a company, the client company ("*inlener*") must register the assignment together with the necessary details on the website or in the app (hereinafter 'assignment profile'). After creating an assignment profile and defining the search criteria, the Coople system will enquire with suitable workers regarding their level of interest in the assignment. Candidates who have expressed an interest in the assignment will be proposed to the client company (an expression of interest is binding for candidates). The client company may then select those workers it wishes to hire for the proposed assignment. Interested candidates will receive a notification informing them of their acceptance or refusal for the assignment. The system can also send out notifications of refusal automatically to candidates meeting certain criteria (i.e. assignment has already been closed, necessary workers already hired). These general terms and conditions for the contract for services of the client company (hereinafter 'general terms and conditions') and the current Collective Labour Agreement for Temporary Agency Workers of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) (hereinafter 'NBBU CLA') are applicable to the registration of a client company with Coople and to each contract for services within the meaning of article 7:400 Dutch Civil Code that Coople and the client company will enter into once a worker has been hired for an assignment. The applicability of any of the client company's purchasing conditions or other conditions is expressly excluded.

1. COLLECTIVE LABOUR AGREEMENT

The client company is required to state whether it is subject to a Collective Labour Agreement at the time of registering on the website. Based on this information, Coople will make the prescribed statutory contribution payments – and charge on to the client company - for all assignments where necessary. If the client company fails to specify that it falls under a Collective Labour Agreement, or if it provides incorrect or incomplete information, the client company will be required to pay Coople a contractual penalty in the amount of EUR 5000.

Coople reserves the right to claim additional damages resulting from violations of this obligation.

2. CONTRACT FOR SERVICES

A worker is assigned by Coople to the client company on the basis of a contract for services between Coople and the client company. The contract for services is entered into for a definite period of time. The contract for services for a definite period of time ends by operation of law by the expiration of the agreed time or in the events listed in article 12.1.

3. REQUIREMENTS CONCERNING THE HIRED PERSONNEL AND ASSIGNMENT PROFILE

The worker(s) proposed for the assignment by the Coople system meet(s) all specific requirements defined by the client company for the specific assignment.

The client company defines its requirements for the worker(s) in the assignment profile. The assignment profile must contain the following information:

- Type of work (general) job title and the corresponding classification in the remuneration scheme of the client company;
- Name and contact details of the client company, including contact person;
- Job description;
- Location of the assignment in the Netherlands;
- Assignment start date and termination date;
- Duration of assignment;
- Working hours;
- Applicability of a Collective Labour Agreement
 - the CLA/remuneration scheme;
 - the gross actual (hourly) wage;
 - the applicable compensation under the working hours reduction scheme;
 - the applicable supplements payable for overtime and/or shifted hours;
 - the applicable supplement for irregularity (including for work on public holidays) and supplements for physically strenuous circumstances;
 - the applicable allowance for shift work;
 - the applicable travel allowance;

- other applicable expense allowances;
- the applicable allowance for time spent travelling in relation to the work;
- The (risico-inventarisatie en evaluatie) Hazard identification and risk assessment risk-mitigating measures reduction;
- The client company's remuneration – where it deviates from the applicable CLA – which should be equal to client company's employees working in the same position or in a position equivalent to the position of the worker, consisting of the following components: applicable periodic wage, reduction in working hours allowance (if applicable), remunerations for overtime, shifted hours, irregularity (including public holiday allowance) and shift allowance (if applicable), initial wage increases (amount and period as determined by the client company), reimbursement of costs (in so far as Coople can pay these free of wage tax and premiums) and periodicals (amount and period as determined by the client company).

In the event that at any time it becomes apparent that the job description and the corresponding salary does not correspond to the job actually performed by the worker, the client company shall immediately provide Coople with the correct job description and corresponding salary. The remuneration of the worker will be redefined on the basis of the new job description. This can be done during the assignment. If the adjustment results in a higher remuneration, Coople will correct the remuneration of the worker and the client company payment accordingly. The client company owes this corrected rate to Coople from the moment of exercising the actual position. The client company informs Coople on time and in any case immediately after becoming aware of changes in the client company's remuneration and of the initial wage increases that have been set.

In case the worker makes a reasonable claim (during or after the assignment) to adjust the job description and/or the corresponding salary and/or applicable remuneration by invoking legislation and regulations, the NBBU CLA and/or the client company remuneration, these components can be adjusted. As a result, Coople will make supplementary payments to the worker. Coople will charge those payments to the client company.

The client company owes to Coople any payable default interest as a result of underpayment of the worker.

The client company will be required to pay Coople a contractual penalty in the amount of EUR 5000 in case it fails to comply with this article. In addition to this penalty Coople has the right to claim complete compensation from the client company.

The client company declares to have full knowledge of the "*Wet aanpak schijnconstructies*" (Labour Market Fraud (Bogus Schemes) Act), on the basis of which the client company is joint and several liable for the payment of the correct wages.

4. PAYMENT FOR THE ASSIGNMENT

The client company will pay Coople the gross wage and other gross remunerations of the hired worker multiplied by the agreed factor for the worked hours and number of workers (hereinafter 'worker payment'). The other gross remuneration components are based on the applicable Collective Labour Agreement and/or contract for services with the client company, such as allowances (e.g. overtime allowance, shift allowance, allowance for irregular working hours or bonus).

Travel allowance, expenses and other net benefits (if applicable) are not subject to the factor and are payable by Coople to the worker. Coople will charge this to the client company at cost in addition to the worker payment.

The worker payment to be invoiced by Coople includes the worker's gross wage, all social security, pension (if applicable) and insurance contributions payable by the hired worker and Coople, the accrued part of the transitional payment ("*transitievergoeding*") well as the fee charged by Coople for its temporary employment services.

Coople will charge VAT on the invoices to the client company in accordance with Dutch law.

For a shift of less than 3 hours, Coople will always charge at least 3 hours. In case of cancellation or alteration of a confirmed shift less than 4 entire calendar days in advance, the full job will be charged (and is payable to Coople and owed by Coople to the worker).

Coople is in any case entitled to adjust the payment, if at any time (including during the term of the contract for services) the costs of the temporary agency work increase as a result of: (i) changes to the NBBU CLA or of the wages arranged at the time, or changes to the Collective Labour Agreement and/or terms and conditions of employment applicable to the client company or the wages arranged for in that respect; (ii) changes in or pursuant to legislation and regulations, including changes in or as a result of the social and fiscal legislation and regulations, the NBBU CLA or any binding regulation; and/or (iii) (periodic) wage increase and/or a (once-only) compulsory payment, arising from the NBBU CLA, the Collective Labor Agreement that applies to the client company and/or the terms and conditions of employment and/or law and regulations applicable.

5. PAYMENT TERMS

Assignments are usually invoiced weekly and sent to the client company by email. Invoices are due for payment within 7 days net from the invoice date.

Any objection against an invoice must be received by Coople within 7 days after the date of issuance. After that period the right to contest the invoice has lapsed. The client company is not allowed to suspend payment or to set off any amount due to Coople.

6. PAYMENT DEFAULT

If a payment owed to Coople is not paid by the due date, the client company will automatically (i.e. without a reminder being issued) come into payment default and shall be liable for default interest amounting to 1% per month from the day after the due date or default date. The copy of the invoice sent by Coople to the client company in Coople's possession serves as full proof that the interest is due and

the date on which the calculation of the interest begins. The client company will also be liable for a late payment fee of 15% of the outstanding fee (with a minimum of EUR 250) for each payment default (which may include extrajudicial collection costs).

The payment owed, as well as the default interest and the late payment fee, will be added to the next invoice.

7. SELECTION OF WORKERS, NO-SHOW

In the event that a worker who has accepted an assignment with the client company is unable to work, Coople will make an effort to offer alternative suitable workers to the client company within a reasonable period and following notification by the client company. **If the client company fails to select a replacement from among the proposed workers within the specified period, then the worker determined by Coople shall be deemed as accepted by the client company.** The provisions of the contract for services will be deemed to have been amended accordingly. Coople does not imputably fail to the client company and is not obliged to compensate the client company for any damage or costs, if for any reason Coople is not (or no longer) able to assign a (suitable replacement) worker to the client company. **In any situation that Coople hires a worker on behalf of the client company, the general terms and conditions for the contract for services of the client company will be applicable and be deemed as accepted by the client company.**

8. LIABILITY FOR DAMAGES

The workers provided by Coople have conducted a temporary assignment contract ("*uitzendovereenkomst*") with Coople. The workers are assigned to the client company on the basis of a contract for services between Coople and the client company. Coople accepts no liability whatsoever towards the client company for the results of the work performed by its hired workers.

The worker will be liable towards the client company for any damage or loss caused by the worker's wilful intent or negligent conduct. The client company shall cover any damage or loss incurred by the worker at the assignment location due to ordinary negligence. The client company shall be liable for any damage or loss incurred by third parties as a result of the worker's actions. The client company will in particular be liable for damage or loss incurred by third parties or for vehicle damage caused by the worker during the course of the assignment. Coople assumes no liability whatsoever for damage or loss caused by the worker.

Coople is not liable towards the client company for damages and losses to the client company, third parties or to the worker him-/herself arising from the worker's actions or omissions. Coople is not liable towards the client company for obligations that worker has entered into with or that have arisen for them towards the client company or third parties, with or without permission from the client company or third parties. The client company shall compensate the worker for – and indemnify Coople against – all damage that the worker suffers in the performance of the work for or participation in the activities of the client company, if and in as far as the client company and/or Coople are liable in this respect

The client company is responsible for taking out the necessary insurance.

If the client company fails to comply with the obligations arising from these general terms and conditions it is obliged to reimburse all ensuing damages of Coople (including all costs including legal assistance), without the need for prior notice of default, and if necessary, indemnify Coople in this respect. This does not detract from the fact that Coople can make any other claims, such as invoking dissolution. This provision is of general application, both – if necessary supplementary – with regard to subjects in which the indemnity obligation is already regulated separately in these general terms and conditions and with regard to subjects where this is not the case.

9. AUTHORITY TO GIVE INSTRUCTIONS, OCCUPATIONAL HEALTH AND SAFETY

The client company has the exclusive authority to issue instructions to the hired worker and to supervise the performance of their work.

The client company is responsible vis-à-vis the worker and Coople for ensuring compliance with the obligations ensuing from article 7:658 of the Dutch Civil Code, the Working Conditions Act and all other regulations in the field of occupational health and safety. The client company confirms to be aware of the fact that it is deemed to be the employer pursuant to the Working Conditions Act.

The client company provides Coople beforehand with the (*risico-inventarisatie en evaluatie*) Hazard identification and risk assessment risk-mitigating measures reduction.

If the worker suffers damages in the performance of the work for or participation in activities of the client company as part of the assignment, the client company shall notify Coople of this at the earliest opportunity, draw up a written report on the incident and provide this to Coople. If required by law, the client company shall also notify the competent organizations of the incident without delay. In the aforementioned report, the cause of the incident shall be recorded in such a way that it is made clear to what extent the damage is a result of the fact that insufficient measures were taken to prevent the damage caused. The client company is responsible for taking out the necessary insurance. At Coople's request, the client company provides proof of insurance.

10. VERIFICATION AND CUSTODY OBLIGATIONS OF THE CLIENT COMPANY

The client company declares to be familiar with the laws and regulations concerning the verification of the identity of workers.

The client to whom Coople assigns a foreign national within the meaning of the Foreign Nationals (Employment) Act ("*Wet arbeid vreemdelingen*") explicitly declares that it is familiar with article 15 of the Foreign Nationals (Employment) Act, stating that the client company, upon commencement of the work by a foreign national, must receive a copy of the document as referred to in article 1 of the Compulsory Identification Act of the foreign national. The client company is responsible for a careful check of the aforementioned document and on the basis of this document the client company determines the identity of the foreign national. The client records a copy of the document in its administration. Coople is not responsible or liable for any fine imposed on the client in the context of the Foreign Nationals (Employment) Act and the client company indemnifies Coople against all harmful consequences and sanctions arising from the

client company's inadequate compliance with the Foreign Employment Act and is obliged to compensate Coople for all ensuing damage (including the costs of legal assistance), without prior notice of default being required.

11. PREVENTION OF DISCRIMINATION AND EQUAL ACCES

When registering an assignment, the client company will only impose and take into account the requirements relevant to the job. The client company will not make any prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any other ground which would qualify as discriminatory whatsoever.

The client company indemnifies Coople against any consequences of unauthorised discrimination made by it.

Based on the Placement of Personnel by Intermediaries Act (*Waadi*) the client company is obliged to provide the worker equal access to all its business facilities its own employees have access to, such as the canteen, childcare services and transport.

12. TERMINATION AND CANCELLATION

The client company may cancel its registration on the website or the app at any time with due observance of the following provisions.

12.1 TERMINATION CONTRACT FOR SERVICES

Early termination of the fixed-term contract for services is not possible, unless otherwise explicitly agreed upon in writing.

Each contract for services terminates with immediate effect if and to the extent that the other party: (i) is in default; (ii) has been liquidated; (iii) has been declared bankrupt or has applied for a suspension of payment; or (iv) terminates its business activities. If Coople terminates the contract for services with immediate effect for one of the aforementioned situations under (i) through (iv), then in the client company's behaviour on which the termination is based, lies the client company's request to terminate the assignment, without Coople being obliged to pay the client company compensation in that respect. This will not result into any liability on the part of Coople for the damage that the client company consequently suffers. As a result of such a termination, Coople's claims will immediately be due and payable.

12.2 TERMINATION OF AN ASSIGNMENT

The termination of the contract for services means the end of the assignment by operation of law at the same time. In the event that an assignment contract with agency clause (a standard clause for agency workers) has been agreed upon between Coople and the worker, the assignment of the worker ends in accordance with article 15.1 of the NBBU CLA

- by operation of law because the client company, for whatever reason, no longer want or is able to hire the agency worker, or
- because the agency worker, for whatever reason, including incapacity for work, no longer wants or is able to perform the stipulated work. In the event of the agency worker being incapacitated for work, the agency work employment contract is deemed to have been terminated at the request of the client company, immediately after calling in sick.

Insofar as necessary, the client company is deemed to have made the request to terminate the assignment. The client company will, upon request, confirm this request to Coople.

The assignment ends by operation of law if, and as soon as, Coople is no longer able to assign the worker, without any obligation whatsoever to compensate the client company for the termination.

12.3 CONSEQUENCES OF A TERMINATION

Early termination of a contract for services is not possible, unless otherwise explicitly agreed upon in writing. In the event that the contract for services is terminated before the end of its term:

- all unpaid invoices from Coople will fall due for immediate payment and the client company will automatically be placed in payment default (i.e. without a reminder being issued);
- all confirmed assignments are payable by the client company regardless if the shifts are performed;
- the client company is liable for all damages Coople may occur.

12.4 CANCELLATION / POSTPONEMENT OF AN ASSIGNMENT

If the client company wants to cancel a confirmed assignment it has to take into account a notice period of 4 full calendar days starting from the day following the cancellation date. For the avoidance of doubt, if an assignment is cancelled without taking into account the notice period prior to the start of the assignment or the client company cancels during the term of an assignment, the salary for all initially planned and confirmed shifts in an assignment has to be paid by Coople to the worker, and will be charged by Coople to the client company.

Based on the Balanced Labour Market Act ("*Wet arbeidsmarkt in balans*") article 7:628a DCC, the wage of the terminated worker has to be paid by Coople to the worker, and is charged to the client company if the notice period is not taken into account. Where several workers are appointed for an assignment, e.g. taking of inventory, summer sales, Black Fridays, etc., a maximum of 20% of the confirmed workers can be cancelled until 4 full calendar days before the first day of work at the latest.

The assignment start date can only be postponed to another date or time without incurring a charge on request of the already confirmed workers. Otherwise, the same costs as for a cancellation will be incurred.

For the sake of clarity, the following examples explain the notice period:

- client company agreed on an assignment lasting for 2 weeks, Monday – Friday, starting Monday 24 February, ending Friday 06 March. The client cancels the assignment on Tuesday, 18 February. As this is more than 4 full calendar days prior to the start date, the cancellation is valid and no payment is due to the worker or to Coople. The deadline for valid cancellation is Wednesday 19 February, 23:59.

- client company agreed on an assignment for 25 and 26 February. The client company cancels the assignment on 21 February. That is too late, because the notice period runs from 22 February up and until 25 February. Therefore the worker is entitled to payment for the confirmed assignment on 25 and 26 February, which payment will be charged to the client company.
- client company agreed on an assignment from 8 until 11 am. The client company postpones the starting time to 10 am (until 1 pm) without taking the 4 days' notice period into account. Therefore the worker is entitled to payment from 8 am until 1 pm, which payment will be charged to the client company.
- client company agreed on an assignment lasting for 2 weeks, Monday – Friday, starting Monday 24 February, ending Friday 06 March. On 28 February (Saturday after the first working week), the client cancels the assignment. Because of cancellation during the assignment, the client company still has to pay for the full assignment as initially confirmed. In any case, the 4 days' notice period runs from Sunday and lasts until Wednesday. The worker is entitled to payment for the confirmed assignment including Thursday 05 March and Friday 06 March, as those shifts fall on consecutive days after the notice period ended. Coople will charge these payments to the client company. The cancellation has the effect that the worker does not have to come to work on Thursday 05 March and Friday 06 March, but the worker is entitled to payment for these days.

13. OBLIGATIONS OF THE CLIENT COMPANY

13.1 COMPLIANCE WITH STATUTORY REQUIREMENTS

The client company undertakes to observe the statutory requirements as well as any Collective Labour Agreement applicable to the worker. In particular, the client company shall observe the requirements of the Working Hours Act ('Arbeidstijdenwet') relating to the maximum working hours. The working hours and the rest periods of the worker are equal to the usual times and hours at the client company's premises, unless agreed upon otherwise. The client company guarantees that the working hours and the rest periods of the worker meet the statutory requirements. The client company ensures that the worker does not exceed the legally permitted working hours and the agreed scope of work. The worker's holiday and leave entitlements are arranged in accordance with applicable law and the NBBU CLA. If the client company breaches the statutory requirements regarding the maximum working time, the client company shall be liable without limitation to Coople for the resulting damage (such as fines and claims), Coople reserves the right to assert further claims for damages arising from the violation of this obligation.

13.2 WORK EQUIPMENT AND WORKPLACE SAFETY

The client company undertakes to make the equipment, tools, materials, machinery, etc. that are necessary for the assignment available to the worker. The client company is responsible for taking all necessary safety measures and, in particular, for briefing the worker accordingly. Costs incurred for personal protective equipment will be borne by the client company.

13.3 APPROVAL / LOGGING OF WORK HOURS

The client company must confirm the worker's hours at the end of the assignment. The worker must enter and confirm his effective hours, ideally according to the mission report signed by the client company, on the website or in the app within 6 hours after the end of each work shift. Afterwards, the client company has 48 hours to confirm the hours entered by the worker.

If the worker did not enter the work hours correctly, the client company can reject the entry and amend and confirm the hours, whereby it must always provide its reasons for doing so. The worker will then be informed of the change to the work hours.

If the number of work hours according to the worker does not correspond to those of the client company on the website or in the app and/or in any work report, the worker may object to Coople in writing within 5 working days of the client company entering the work hours on the website or in the app; in such case, the worker must provide the signed mission report together with the objection. In this case, the parties shall resolve any dispute by way of a mutual agreement.

If no objection is lodged or if an objection is not lodged in time, the work hours released on the website or in the app by the client company, or the approved work hours, will be deemed approved by the client company and will form the basis for the invoice.

If the worker fails to enter their work hours on the website or in the app within the prescribed time, the hours planned for the assignment profile will be used and submitted to the client company for processing; in such case, the client company can adjust and approve the hours on the website or in the app. These work hours will then be deemed approved and will form the basis for the invoice.

If the client company fails to approve the work hours on the website or in the app within 48 hours after the workers has recorded the hours on the website or in the app, the work hours duly recorded by the worker or the planned working hours for the assignment on the website or in the app will be deemed approved and will therefore form the basis for the invoice.

The client company must immediately notify Coople in writing of all changes in the work hours and/or assignment duration in departure from the assignment contract, and in particular of any changes the worker disagrees with.

14. PERSONNEL ACQUIRED THROUGH SMARTHIRE

The client company is entitled, in observance of the provisions of this article, to contract an employment relationship with a worker. The client company will inform Coople in writing of its intention to enter into an employment relationship with the worker prior to implementing that intention. If the client company conducts an employment relationship with a worker who was assigned by Coople to the client company within a period of 6 months after the end of the assignment, the client company owes a fee of EUR 4000 to Coople, excluding VAT.

15. DIRECT EMPLOYMENT OF THE WORKER

If the client company uses the Coople platform to obtain the contact details of individual workers who have not yet worked for the client company through Coople, the client company is prohibited from employing said workers directly within the subsequent 12 months. If

the client company nevertheless employs such workers, the client company owes a fee of EUR 4000 to Coople, excluding VAT (see article 14).

16. CONFIDENTIALITY

Coople and the client company shall not disclose to third parties any confidential information of or about the other party, its activities and relations, which came to their knowledge as a result of the contract for services, unless - and then in so far - provision of that information is necessary to be able to carry out the contract for services or to have a statutory obligation to publish. At the client company's request, Coople shall oblige the worker to maintain confidentiality with respect to everything that becomes known to him/her in the performance of the work under the assignment, unless the worker is under a statutory duty to publish. The client company is free to directly oblige the worker to maintain secrecy. The client company informs Coople of its intention to do so and provides a copy of the relevant statement / agreement to Coople. Coople is not liable for a fine, penalty payment or any damage of the client company as a result of violation of this duty of confidentiality by the worker.

17. FINAL PROVISIONS

17.1 INCEPTION AND SCOPE OF A CONTRACT FOR SERVICES

If one or a number of workers have accepted an assignment as outlined in the assignment profile, Coople will make the relevant contract for services together with the assignment details available for the client company to download via the website or in the app.

The contract for services automatically comes into force and is valid upon electronic confirmation. It will be reconfirmed upon the worker(s) starting the assignment.

In the case of conflicting provisions concerning a specific assignment, the provisions stipulated in the general terms for the contract for services of the client company will prevail.

If a provision in these general terms and conditions for the contract for services of the client company – or in the applicable contract for services – in English contradict a provision in the respective versions in Dutch, the English version takes precedence.

17.2 APPLICABILITY OF THE WEBSITE AND APP USE, PRIVACY AND COOKIES POLICY AND THE DATA PROTECTION PROVISIONS

The Website and App Use, Privacy and Cookies Policy (hereinafter 'GTC'), which are accepted by the client company when using or registering on the website or in the app, shall apply and may be amended from time to time. The client company is made aware of the requirements according to section 2.3 (specific conditions for client companies), and section 3 GTC (registration of users).

Coople and the client company agree to comply with all applicable requirements of the General Data Protection Regulation, as amended or updated from time to time (hereinafter 'DP legislation'). Parties acknowledge that for the purposes of the DP legislation, it may be necessary for Coople to process certain personal data (as defined in the DP legislation) on behalf of the client company, and Coople may act as a "controller" or a "processor" (as defined in the DP legislation) in respect of such personal data. Each party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data for the duration and purposes of the contract for services and these general terms and conditions. Coople shall in relation to any personal data processed in connection with its obligations under the contract for services and these general terms and conditions: a) process that personal data only on the written instructions of the client company unless Coople is required by any applicable law to process such data and notifies the client company to this effect; b) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected; c) ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential; d) not transfer any personal data outside of the European Economic Area unless such transfer can be based on an adequacy decision or appropriate safeguards as referred to in art. 46 GDPR are being applied; e) promptly assist the client company in ensuring compliance with its obligations under the DP legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators and including with any requests from data subjects; f) notify the client company without delay on becoming aware of a personal data breach relating to these general terms and conditions; g) at the request of the client company, delete or return all personal data on termination of the contract for services unless required by applicable law to store the personal data; and h) maintain complete and accurate records and information to demonstrate compliance with this article.

17.3 OFFSETTING

The client company and Coople hereby waive their rights to offset any receivables against claims.

17.4 APPLICABLE LAW AND PLACE OF JURISDICTION

These general terms and conditions are governed by Dutch law. In the event that one or more provisions of these general terms and conditions are null and void or become legally invalid, the contract for services and these general terms and conditions shall remain in force. The invalid or unenforceable provisions shall be replaced by provisions the intention of which is as close to that of the provisions to be replaced as possible.

The place of jurisdiction is the place of Coople's registered office.