



General Hiring Conditions for Independent Contractors of Tecforce

Version 2025

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Preamble

Tecforce provides services and technical work in the field of the oil and gas industry, petrochemicals and wind energy at onshore and offshore locations. You can also contact Tecforce for the implementation of a total project. The Companies affiliated with Tecforce are:

- Tecforce Professionals B.V., registered with Chamber of Commerce under number 87142112

These general terms and conditions have been drawn up to clarify the rights and obligations of the parties with regard to the services to be performed and purchased under the agreement related to Tecforce Group B.V. and/or affiliated legal entities, hereinafter referred to as Tecforce.

Article 1. Definitions

In these general terms and conditions of delivery, the following terms are used in the following sense, unless expressly stated otherwise:

- '**Tecforce**' is the private limited company Tecforce Group B.V. with its registered office and principal place of business in Beverwijk at Handelskade 6 (1948 NA) and registered with the Chamber of Commerce under number 57342504, as well as the companies affiliated with it;
- '**Third Party**' is the hirer or legal entity for whose benefit Tecforce has concluded the agreement with the Contractor and for whom the work is actually performed.
- '**Contractor**' is any natural or legal person with whom Tecforce enters into an assignment or other agreement, or to whom Tecforce makes an offer in the context of the conduct of Tecforce's business;
- '**Work**' includes both the contracting of work and the provision of services;
- '**Working hours**' means hours worked between 6:30 AM and 19:30 PM on any day of the week excluding Saturdays, Sundays, generally recognized Christian and national holidays;
- '**Working days**' are days worked between 6:30 AM and 19:30 PM on any day of the week excluding Saturdays, Sundays, generally recognized Christian and national holidays;
- '**Location**' means the place where the Work is performed and/or the equipment is used;
- '**General terms and conditions**' are the current Tecforce General Hiring Conditions for Independent Contractors.

Article 2. Applicability

- The present general hiring conditions apply to all offers made or received by Tecforce, agreements concluded and the actual and legal acts performed for the purpose of hiring workers.
- A copy of these general hiring conditions can be found and downloaded free of charge from the website www.Tecforce.nl and will be sent free of charge upon first request. The applicability of any other terms and conditions is hereby expressly rejected.
- If one or more provisions in these general hiring conditions are at any time wholly or partially void or nullified, the other provisions referred to in these general hiring conditions will remain in full force and effect. In such a case, the parties will consult to agree on new provisions to replace the void or nullified provisions, whereby the aim and intent of the original provisions will be pursued as much as possible.
- The provisions as laid down in this agreement form part of every agreement between the Contractor and Tecforce, and apply to all further agreements resulting from or related thereto, and to all quotations, offers, declarations of intent, assignments, order confirmations and other documents and acts made and/or performed in preparation for and/or prior to and/or in connection with an Agreement. Unless otherwise agreed in writing.



Article 3. Duration

- a. The agreement is concluded by offer and acceptance.
- b. The duration of the agreement corresponds to the duration of the project included in the agreement.
- c. If the agreement does not relate to a project, or if no other term has been agreed in writing, the agreement is entered into for a maximum of one year.

Article 4. No employment

- a. The Parties expressly do not intend to enter into an employment contract within the meaning of article 7:610 et seq. of the Dutch Civil Code.
- b. Parties choose in any case not to apply the fictitious employment of home workers or equivalents as referred to in articles 2b and 2c of the 1965 Wage Tax Implementation Decree and articles 1 and 5 of the Decree designating cases in which a work relationship is regarded as an employment relationship (Decree of 24 December 1986, Stb. 1986, 655), and to draw up and sign this agreement for this purpose before payment is made.

Article 5. Execution of the assignment

- a. If at any time the Contractor foresees that it cannot, not in a timely manner or not properly fulfil its obligations in connection with an accepted assignment, the Contractor must immediately inform Tecforce of this.
- b. The Contractor is free to have himself replaced by another person during the work. Prior to the replacement, the Contractor will notify Tecforce who will perform the work on its behalf. Tecforce does not have the right to refuse the replacement(s), other than on the basis of the following objective qualifications as included in the agreement.
- c. During the replacement, the Contractor remains responsible for the quality of the work and compliance with the agreements made.
- d. The Contractor undertakes to carry out the work assigned to it to the best of its knowledge and ability, but it accepts no liability whatsoever for the failure to achieve the objective intended by the Tecforce.
- e. When accepting each assignment, the Contractor undertakes to fully acquaint itself with the house rules and the instructions of both Tecforce and the client of the Tecforce, and the house rules of the location where the work is performed.

Article 6. Call-off and deployment

- a. If the Contractor has committed itself to the execution of a project, it is obliged to comply with this, provided that the call is made 24 hours before the start of the initial work.
- b. If the Contractor has committed itself to deploying the Contractor in shifts, it is obliged to comply with this, provided that the call is made 24 hours before the start of the initial work.
- c. If Tecforce or the third party has called on the Contractor later than 24 hours before the execution of the initial work, the Contractor has the right to refuse the order, unless consensus has already been reached at an earlier moment about the possible deployment of the Contractor.
- d. If Tecforce has already called the Contractor, but if developments have occurred that make the Contractor's efforts no longer necessary, Tecforce has the option at all times to cancel the call free of charge.
- e. The parties can agree on a fixed compensation in advance, whereby the fixed amount is the sole remedy for compensation for the Contractor. The Contractor cannot invoke this fixed compensation in the event of force majeure.



Article 7. Information and documents

- a. The Contractor guarantees that it has all necessary permits, diplomas, legal regulations and requirements. Copies thereof will be provided to Tecforce upon first request.
- b. The Contractor guarantees that all required documents and forms remain valid at all times during the execution of the agreement and can be submitted on request.

Article 8. Liability and conditions

- a. The Contractor is liable for all damage that Tecforce, the persons or companies working for it or any other third party, including its client, will suffer or has already suffered as a result of a shortcoming attributable to the Contractor. This also includes any trading loss and consequential loss, fines paid and discounts given. The liability also includes liability for damage caused by a defect in delivered goods as referred to in article 6:186 of the Dutch Civil Code (product liability). The Contractor is obliged to immediately inform Tecforce in the event of damage.
- b. The Contractor indemnifies Tecforce against any damage and against any compensation for damage as referred to in paragraph a of this article. This also includes damage to employees of Tecforce as well as those who work on behalf of Tecforce and its Client.
- c. Compliance with the regulations applied by Tecforce in the field of safety, health and the environment, as well as all other regulations applied by Tecforce does not release the Contractor from its liability for damage in connection with the execution of the Agreement or damage caused by accidents during the execution of the Agreement.
- d. With regard to activities in the offshore and/or oil and gas industry, the provisions as referred to in paragraphs c and d through h apply.
- e. The Client is responsible for, and will release, protect and hold harmless the Contractor and all affiliated companies from and against all claims for damages, losses, damages, costs (including legal costs), expenses and other obligations due to:
 - loss of, or damage to, the property of the Client and its affiliates, whether owned or leased by the Client and its affiliates;
 - personal injury, including death or illness of subordinates of the Client and its affiliates;arising from or related to the performance of the Agreement;
- f. The Contractor is responsible for, and will release the Client and its affiliates from, protect and indemnify and hold harmless against, all claims for damages, losses, damages, costs (including legal fees), expenses and other obligations due to:
 - loss of, or damage to, the property of the Contractor and its affiliates, whether owned or leased by the Contractor and its affiliates;
 - personal injury, including death or illness of subordinates of the Contractor and its affiliates;arising from or related to the performance of the Agreement.
- g. With respect to third party claims, the party at fault shall be responsible for, and shall release, indemnify and hold harmless the other party against all: claims, losses, damages, costs (including legal fees), expenses and other obligations under personal injury, including death or illness and loss of or damage to property of such third parties, in so far as and to the extent that such injury, loss or damage results from an act or omission, including the negligence of the party at fault.
- h. The Contractor guarantees that it has signed the mutual indemnity agreement of Nogepe - known as: 'MIA Mutual Indemnity Agreement' - and that it is sufficiently insured in this regard.



Article 9. Insurance

- a. Without prejudice to other provisions in this agreement, Tecforce will provide liability insurance with an insured sum of a maximum of EUR 5,000,000 per claim and a maximum of EUR 10,000,000 per year. Further coverage as referred to in policy with policy number LGB039189. Tecforce guarantees to keep this insurance valid during this agreement.
- b. The Contractor is considered to be a co-insured under the Tecforce policy in the capacity of subcontractor, self-employed person/freelancer (whether or not under an active private company), provided that it carries out its work on behalf of and under the direction of Tecforce. In addition to the foregoing, the Contractor is also considered to be co-insured under Tecforce's policy in that capacity if it performs its work on behalf of and under the direction of the Third Party and if there are activities in the offshore and/or the oil and gas industry. Any deductibles under the insurance policies will always be borne by the Contractor.
- c. Tecforce's insurance policies will be secondary insofar as the Contractor has taken out insurance for its own risks.
- d. The following are in any case excluded from the insurance referred to under paragraph a of this article:
 - damage as a result of intent and gross negligence;
 - damage as a result of the use of motor vehicles;
- e. At the request of the Contractor, Tecforce will provide access to the aforementioned insurance policy.
- f. The Contractor must itself take out professional and business liability insurance with a minimum insured sum of € 1,500,000 per case. The insurance must provide coverage for the work and service for which this agreement has been concluded. The Contractor guarantees to have this insurance and to keep it valid during this agreement.
- g. At the request of either Tecforce or the Contractor, the other party will allow inspection of the insurance policy referred to above.

Article 10. Fee and Invoicing

- a. The rates that can be charged by the Contractor to Tecforce are included in the agreement and cannot be changed to Tecforce's disadvantage during the agreement.
- b. The following applies to the rate:
 - The rate is an all-in rate for night-time and overtime, Saturday and Sunday hours and hours in case of Christian and nationally recognized holidays.
 - The hourly rate also applies to arriving and departing.
 - A kilometre allowance does not apply and is deemed to be included in the travel hours.
 - Costs for tickets, hotel, motel or rental property in connection with travel and overnight stays are at the expense of the Tecforce. Costs can only be claimed with prior approval by Tecforce.
 - In the event that the 'commuting' travel time takes more than 2.5 travel hours, a mandatory overnight stay applies – at the preference of the Tecforce.
- c. The Contractor will send a weekly itemized invoice with the costs of the deployment in the previous week. A copy of a timesheet signed by Tecforce, or equivalent, must be attached to the invoice. In the absence of which the invoice will remain unpaid, until a copy of the signed timesheet is attached, or other proof is submitted of the agreed work to be invoiced. This, unless otherwise agreed in writing.
- d. Payment is made within 30 (thirty) days after receipt of the correct invoice.



Article 11. Other obligations of the Contractor

- a. The Contractor is obliged to:
 - perform the assigned services as soon as possible and without delay;
 - observe secrecy towards third parties with regard to all data known to the Contractor on the basis of this agreement;
 - immediately report damage, delays, etc. to Tecforce;
 - if the Contractor uses its own work equipment and personal protective equipment for the performance of the work, these must be demonstrably inspected in accordance with European legislation.
- b. If the Contractor does not start the agreed work on time, the Contractor is liable and will compensate Tecforce for all damage resulting therefrom, including direct and indirect costs and contractual and non-contractual penalties.

Article 12. HSEQ (Health, Safety, Environment and Quality)

- a. The Contractor acknowledges that special risks may arise during the execution of the agreement. The Contractor guarantees that when carrying out the work, it will conform to the provisions of the health and safety and environmental legislation and regulations as is customary in the industry and determined by Tecforce and its client, with regard to quality, labour and the environment.
- b. The Contractor will comply with all regulations as they are required in the industry and in any specific cases.
- c. The Contractor is responsible for using basic Personal Protective Equipment (PPE, such as safety helmet, safety glasses, life jacket and safety footwear) that is in good condition.
- d. Tecforce and the client of Tecforce can prescribe special security measures. The Contractor must comply with these measures without delay. Any costs of the safety measures related to this will be borne by the Contractor.
- e. The Contractor is obliged to take note of the information and newsletters provided by Tecforce or applicable to the work and to act accordingly. The Contractor is also obliged to follow up on safety instructions, perform LMRAs and follow assigned toolboxes and implement the related measures.
- f. The Contractor is obliged to provide all documents requested by Tecforce free of charge and without delay.
- g. The Contractor will identify itself without reservation on first request (whether or not by Tecforce or its client) and in the desired form.

Article 13. Termination of the agreement

- a. Either party has the right to terminate this Agreement in the event that:
 - one of the parties applies for a moratorium or is declared bankrupt;
 - the Contractor sells or transfers its company to a third party and/or loses direct control over its company.
- b. Either party has the right to terminate this agreement in the event that:
 - one of the parties commits a breach of contract;
 - a breach of trust has occurred;
 - continuation of the agreement is unacceptable according to standards of reasonableness and fairness.
- c. After termination of this contract, settlement of the investments made by the Contractor for the benefit of this contract will never take place between Tecforce and the Contractor. Not even when the costs incurred have not led to the desired returns.



Article 14. Confidentiality

- a. The Contractor undertakes to observe secrecy towards third parties with regard to all data known to the Contractor on the basis of the agreement, as well as with regard to all data that may reasonably be assumed to be part of the confidentiality obligation.
- b. Confidentiality also includes information relating to the conclusion of the agreement, such as but not limited to the mutually agreed conditions, rates and fees.

Article 15. Relationship clause

- a. The Contractor (in whatever capacity) is prohibited from, in any way whatsoever, directly or indirectly, within a period of 12 months after termination of the agreement, without the prior written consent of Tecforce
 - to do business
 - to be employed
 - to do work
 - to have business contacts

for or with natural or legal persons who are or have been a relation of Tecforce and for which the Contractor has directly or indirectly performed work on behalf of Tecforce. Tecforce relations also include:

- the companies affiliated with the relation in a group
 - the potential relation(s) to whom Tecforce has submitted an offer with regard to any work to be performed by the Contractor.
- b. The prohibition referred to in this article also includes inciting others to approach the Client's relation(s) in the aforementioned manner.

Article 16. Penalty clause

If the Contractor acts in violation of one or more provisions, as referred to in article 14 and article 15 of this agreement, the Contractor forfeits a fine in favour of Tecforce in the amount of EUR 2,500 for each violation, increased by an amount of EUR 1,000 for each day that the violation continues. The fine is immediately due and payable, without requiring a notice of default or other prior statement within the meaning of art. 6:80 et seq. being needed. This fine is payable in the event of both an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of the employer, including in any case the right of the employer to claim full compensation. The fine is capped at EUR 100,000.

Article 17. Evergreen clause

The provisions of articles 14, 15, 16 and 17 shall remain in full force and effect even after the expiration, dissolution or termination of this Agreement or any agreement arising therefrom.

Article 18. Amendment clause

Tecforce has the right to change these general hiring conditions. Tecforce will inform the Contractor of this in writing. Contractor then has the right to terminate the agreement within two months after this notification. If there is no response within two months, the change will be qualified as accepted and therefore irrevocable.

Article 19. Applicable law and choice of forum

- a. Dutch law applies to these general terms and conditions, assignments, Agreements and/or other agreements. The Vienna Sales Convention 1980 is excluded, as is any other international regulation from which exclusion is permitted.
- b. All disputes arising from or related to a legal relationship between the parties will be adjudicated exclusively by the court within the district in which Tecforce is located.

