

GENERAL TERMS AND CONDITIONS 2025

Module Core

Module Cloud

Module Software and Facilities

Module Consultancy

Module Secondment

Module Training

1. Applicability and modulation

1. This Module Secondment is part of the General Terms and Conditions of TrueFullstaq and is an inseparable part of it. Defined terms from the Core Module shall have the same meaning in this Module, unless explicitly deviated from in this Module.
2. The entirety of the General Terms and Conditions applies to Secondment-related Services offered by TrueFullstaq at all times, whereby the Core Module regulates the more general provisions that apply to TrueFullstaq's Services, and this Module contains specific additional provisions that relate to the Secondment-related Services. The General Terms and Conditions of TrueFullstaq apply to every offer and/or agreement between Client and TrueFullstaq, regardless of the nature and content of Services, obligations, or the title of the agreement between the parties to be provided by TrueFullstaq. Client acknowledges that purchase conditions and other clauses proposed by Client through administration, e-mail signatures and other ways are now and in the future ineffective and have been rejected by TrueFullstaq.
3. In the event of a conflict between provisions in the Core Module and this Module, the provisions of this Module shall prevail.

2. Secondment, deployment and replacement

1. The parties agree on secondment in writing and determine in the Agreement (and in the absence thereof the quotation or confirmation from TrueFullstaq) the number of persons to be deployed, hereinafter referred to as secondee(s), who perform certain work for the Client during a period under the direction and supervision of the Client and a rate for this. TrueFullstaq can make a secondment available to multiple clients.
2. In order to enable TrueFullstaq to present a suitable secondee, to determine applicable employment conditions and rates, Client will provide all necessary information about the nature and scope of the intended work, the level at which Client wants it to be performed and the grading of Client for comparable employees with relevant work experience in good time before the start of the assignment and furthermore at the first request of TrueFullstaq.
3. Client may only deploy a seconded employee of TrueFullstaq for the work as laid down in the Agreement, and may not deploy seconded employees for work other than those stipulated in the Agreement without prior written permission from TrueFullstaq. In the event of doubt about the exact description of the agreed work, a connection will be sought with the skills and knowledge of the secondee, the associated rate, and the profile and purpose of the deployment outlined in advance by the Client. If the work deviates, for example because it is more complex or requires

more seniority, TrueFullstaq is entitled to review the choice of the seconded employee and his compensation/rates for the remaining deployment, to replace the seconded employee or to attach further conditions to deployment. Upon request, TrueFullstaq will explain to Client what the changes are, explain the reason and solution, including how they can contribute to the work and needs of Client. In the event of refusal, the Client can only choose to either stick to the agreed/original work and abandon the proposed changes, or to terminate the contract, provided that the Agreement allows for this.

4. TrueFullstaq makes every effort to make the seconded person in question available for the agreed number of hours to perform work for the Client, unless he or she is absent due to illness or leaves employment. Unavailability of the seconded person is not a shortcoming, but can under certain circumstances be a reason for replacement by TrueFullstaq.
5. Unless the parties stipulate otherwise in the Agreement, TrueFullstaq may always replace seconded employees with a replacement employee in the interim, whereby TrueFullstaq will make every effort to ensure that he or she has comparable competencies and sufficient qualifications as a secondee.
6. Client understands that a seconded person from TrueFullstaq is sometimes unavailable for a short period of time, due to internal consultation, training and business activities of TrueFullstaq. Such unavailability is communicated in advance by the seconded employee or TrueFullstaq and the parties are looking for a time to plan the cause of unavailability outside the usual deployment, or to make up for the time in which the employee is unavailable at an alternative time in the near future.
7. Provisions that by their nature are intended to continue after the end of the secondment, including provisions relating to payment, liability, intellectual property, confidentiality, privacy and applicable law, will remain in force after the end of the deployment and Agreement.

3. Working hours, workplace, taxes and contributions

1. TrueFullstaq guarantees that as the formal employer of the employee(s) deployed, it complies with all legal obligations in the field of wage tax, social insurance premiums, pension payments and other employer's costs.
2. TrueFullstaq indemnifies Client against all claims from third parties, including the Tax Authorities and other government agencies, that are related to the aforementioned obligations, including any fines, interest or additional assessments, provided that Client has not performed any conduct that has caused these obligations on its part.
3. The client ensures the location, workplace, information and resources are available for the desired work, which comply with the applicable health and safety regulations and legislation.
4. If the location where the secondee works has regulations, or if the Client has house rules that the secondment must adhere to, it is up to the Client to go through these with the seconded person in advance and to ensure compliance with them. In the event of a violation of this, Client is obliged to inform TrueFullstaq and to take measures itself to mitigate the unforeseen adverse consequences of the violation.

5. The Client respects and ensures that the legal obligations regarding rest and working hours are complied with by the secondee. Client will not refuse a request for leave from the seconded person on unreasonable grounds, but will process it in good consultation with TrueFullstaq in accordance with the law and the applicable employment conditions regulations. The same applies to a request to adjust the deployment and/or working hours if this is required by regulations, or at the urgent request of the secondee or TrueFullstaq.
6. Changes in the Client's organization that may have an effect on the secondment, such as discontinuation of a location, radical changes in the services of which the secondment is (indirectly) a part, Client shall immediately pass on to TrueFullstaq.
7. The seconded person is treated well by the Client and not discriminated against compared to employees. The Client shall apply at least the same care to the seconded person as to (personnel of) the Client and shall enable the seconded person to receive training, is obliged to grant the seconded person equal access to the business facilities or services in the organisation (canteen, childcare and transport facilities), as its own staff or to work in equivalent positions, unless this is justified for objective reasons.
8. In the event of (long-term) illness and incapacity for work, the Client will cooperate with the reintegration of the secondee.

4. Rates, payment and duration

1. The allowance for secondment consists of the (hourly) rate times the agreed availability in the Agreement for secondment, plus expenses incurred by the secondee, travel expenses and any more hours worked by the secondee.
2. If the Client temporarily has no or less work for the seconded person or is unable to employ the secondee, he will continue to owe the rate for the agreed deployment in full for the remaining duration of the assignment.
3. Payment of amounts due to TrueFullstaq must, without Client being entitled to suspension or set-off, be made in full before the expiry of the payment term in the Agreement, or in the absence thereof within 14 days after the invoice date.
4. If the Agreement does not state a number of hours per week or month, the seconded person will be made available to Client by TrueFullstaq on the basis of forty hours per week for the working days determined by TrueFullstaq. And if the parties do not agree on an end date or a fixed period with start and end date, the agreement and commitment has a term of indefinite duration and can - in derogation from a fixed period - be terminated with due observance of a term of one calendar month following the month after notice has been given to the other party. If the Agreement is for a definite period, it cannot be terminated prematurely, unless otherwise agreed in the Agreement.
5. Invoicing and changes are in accordance with agreements in the Agreement and the TrueFullstaq Core. If no frequency of invoicing has been agreed, TrueFullstaq has the right to charge every two weeks for the hours that the secondment has been made available by TrueFullstaq plus expenses and travel expenses.
6. Client's administration and accountability systems are not binding on TrueFullstaq and the secondee, except for what the parties lay down in this regard in the Agreement. Unless the Agreement explicitly states that there is no minimum number of hours of work, or contains an agreement about reducing the number of hours of work by the Client, the creation of the Client's payment obligation does not depend on whether the Client has actually deployed the seconded employee for work, nor the result of the work, or internal approval of the hours worked.
7. The hours administration of TrueFullstaq is leading. If a timesheet has been agreed, Client will check the time administration offered by TrueFullstaq within a period of a

maximum of 5 working days, which counts as an opportunity to submit proposals for correction or objection. After this period has expired, the hours of administration are deemed to have been approved, with the exception of the hours for which Client submits a motivated written objection to TrueFullstaq. In the event of an objection where the seconded person and the Client disagree about the correctness or completeness of the time records, the statement of the seconded person applies, unless the Client can demonstrate with convincing evidence that the information provided by the seconded person is incorrect.

8. If the deployment of seconded workers falls outside the agreed working hours or used by TrueFullstaq, such as evenings, Dutch holidays or weekends, TrueFullstaq can charge a surcharge of 100% on top of the existing rate for this deployment. If the deployment (whether or not at the request of Client) exceeds the agreed deployment per week, or per period or in hours, Client will owe a fee at the regular rate, which will be invoiced separately at the discretion of TrueFullstaq, or combined with the existing hours.
9. In the case of secondment, the deployment ends after the agreed period has expired. If secondment continues for up to four weeks after the end of the deployment, this cannot be mandatory, but if TrueFullstaq and seconded employees cooperate, this counts as additional work under the original Agreement. After that, the parties must agree on an extension. When Client requests an extension, this will be done in consultation with TrueFullstaq. TrueFullstaq is not obliged to renew, for example because the secondee does not want this, or because he or she is scheduled elsewhere. TrueFullstaq may also attach conditions to extension, such as but not limited to adjustment of the rate, size or duration of the bet.
10. If Client does not meet payment obligations in a timely or complete manner, TrueFullstaq is entitled to suspend the deployment of the seconded person with notification and statement of the amounts due that must be paid within a reasonable period of no more than one month. If Client does not take care of all missing payment (including statutory interest) within that period after notification, TrueFullstaq is entitled to terminate the Agreement and place the seconded person elsewhere, and/or to demand performance (or replacement damages) in extrajudicial or judicial proceedings.

5. Intellectual Property and Confidentiality

1. The Client shall be entitled to the intellectual property rights to the results of the work performed by the secondee, if and insofar as this is provided for by law.
2. Client grants the seconded party permission and rights of use to execute the Agreement, including in any case to be able to perform the requested work for the Client reasonably without unnecessary restrictions, without TrueFullstaq or the secondment being liable for any fees or royalties. Client indemnifies TrueFullstaq against claims from third parties in connection with an alleged infringement of the (intellectual property) rights of those third parties to the works made available by the client to TrueFullstaq or the seconded party in the context of the secondment or other Agreement.
3. The parties will not provide confidential information of each other, of seconded parties, employees, customers and other relations, that they obtain in connection with the Agreement to third parties, except to the extent necessary to be able to properly perform the Agreement and the resulting and related purposes (such as administration, internal business operations, communication between parties and secondee, etc.) or a party is legally obliged to provide to authorities or third parties on court order.
4. TrueFullstaq imposes a general confidentiality obligation on staff (and thus on the secondee). In addition, at the request of the client, an additional confidentiality obligation can be

agreed for the secondment by the secondee. The content of this is reasonable, fits the work and is coordinated in consultation between TrueFullstaq and Client. TrueFullstaq cannot guarantee the compliance of the seconded party with confidentiality obligations and is not liable for a fine or damage of the client as a result of violation of a duty of confidentiality by the secondee, except in the case of demonstrable intent or recklessness on the part of TrueFullstaq. The responsibility for the confidentiality and processing of data, works and compliance remains with the Client as the entitled party or responsible processor.

6. Non-competition

1. Client is prohibited from deploying seconded workers from TrueFullstaq through secondment to or for the benefit of clients of TrueFullstaq, or from deploying secondments or Services from TrueFullstaq in a manner that directly or indirectly competes with TrueFullstaq.
2. During and up to 6 months (12 if the deployment lasted longer than 2 years) months after the termination or dissolution of the Agreement, Client may only enter into direct or indirect business, employment or other similar relationships with seconded parties provided that:
 - TrueFullstaq will inform TrueFullstaq in writing of the intention to do so, before Client enters into the relationship or Agreement for this purpose with the secondee;
 - The Client is familiar with the laws and regulations in the field of (successive) employment and accepts all risks and associated obligations;
 - Client provides a fee to TrueFullstaq for the time and training invested in secondment at the applicable rate for deployment for two months or, whichever is higher, a fee of 25,000 Euros. The fee is increased by VAT.
 - The Client reimburses the recruitment costs of TrueFullstaq that are necessary to attract a replacement for the secondee(s).

7. Liability

1. The limitations of liability in the TrueFullstaq Core apply to Secondment, except that any liability is limited to the amount charged by TrueFullstaq over the duration of the deployment at the rate for the duration of three months of secondment.
2. The form, content of the delivered work of the seconded party and the consequences thereof remain the risk and responsibility of Client and are not attributable to TrueFullstaq. Client is responsible for the secondment towards TrueFullstaq and is expected to adequately insure itself against damage of any nature whatsoever caused by the actions or omissions of the seconded person or Client. The Client indemnifies TrueFullstaq against claims from seconded parties, data subjects or third parties in this respect.
3. TrueFullstaq makes every effort to make the seconded person available in a timely manner and in accordance with the Agreement, but does not fall attributable to the Client and is not obliged to compensate the client for any damage or costs if TrueFullstaq cannot make the seconded person available for whatever reason, or cannot make it available in a timely manner or can no longer do so.