

GENERAL TERMS AND CONDITIONS

Last updated: 18 June 2026

Jobbex.IT is the trading name used by Jobbex Consultancy B.V. (Netherlands) and Jobbex Group Portugal, Lda. (Portugal), both subsidiaries of Jobbex Group B.V., for the provision of technology and engineering services to clients across Europe.

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Article 1: Definitions

In these General Terms and Conditions, the following definitions apply:

1.1 "Jobbex.IT" / "we" / "us" / "our": depending on the contracting entity specified in the Agreement, either Jobbex Consultancy B.V., registered in the Netherlands (KVK: 77804228), or Jobbex Group Portugal, Lda., registered in Portugal, both subsidiaries of Jobbex Group B.V. and both acting under the trade name Jobbex.IT.

1.2 "Client" / "you": the natural or legal person that engages Jobbex.IT for the provision of services under an Agreement.

1.3 "Agreement": any service agreement, statement of work, order form, or similar document entered into between Jobbex.IT and the Client, to which these General Terms and Conditions apply.

1.4 "Professional(s)": any technology professional, IT specialist, software developer, engineer, consultant, or other technical expert made available, assigned, or engaged by Jobbex.IT to perform work for or on behalf of the Client under an Agreement, whether engaged by Jobbex.IT as an employee, contractor, freelancer, or through a third party.

1.5 "Services": the technology and engineering services provided by Jobbex.IT to the Client, including but not limited to Time & Materials engagements, Team as a Service engagements, and Turn-key Project delivery.

1.6 "Confidential Information": any information of a confidential nature disclosed by one party to the other in connection with an Agreement, whether marked as confidential or not, including business, technical, financial, and personnel-related information.

Article 2: Applicability

2.1 These General Terms and Conditions apply to every offer, quotation, proposal, and Agreement between Jobbex.IT and the Client, and to all services delivered thereunder, unless the parties have explicitly agreed otherwise in writing.

2.2 Any general terms and conditions of the Client are expressly rejected and do not apply to the Agreement, unless Jobbex.IT has explicitly accepted them in writing.

2.3 If any provision of an Agreement conflicts with these General Terms and Conditions, the provision of the Agreement prevails.

2.4 Jobbex.IT may amend these General Terms and Conditions from time to time. The updated version will be made available on the Jobbex.IT website and will apply to new Agreements entered into after the date of publication, and to existing Agreements after one month's written notice.

Article 3: Service Models

Jobbex.IT delivers Services under one or more of the following models, as specified in the applicable Agreement:

3.1 Time & Materials: Professionals are made available to the Client on an hourly or daily basis, with the Client directing the day-to-day work.

3.2 Team as a Service: Jobbex.IT provides a dedicated team of Professionals to support the Client's product development or technology objectives on an ongoing basis, with Jobbex.IT managing team composition, continuity, and delivery quality.

3.3 Turn-key Projects: Jobbex.IT takes responsibility for the delivery of a defined project or deliverable within agreed scope, timeline, and quality criteria, as set out in the relevant Agreement.

Article 4: Formation of the Agreement

4.1 An Agreement is formed upon written acceptance by the Client of a proposal, statement of work, or order form issued by Jobbex.IT, or upon Jobbex.IT commencing the provision of Services at the Client's request.

4.2 Any changes or additions to an Agreement are only valid once confirmed in writing by Jobbex.IT.

Article 5: Fees, Invoicing, and Expenses

5.1 The Client shall pay the fees set out in the applicable Agreement for the Services provided.

5.2 Unless otherwise agreed, Jobbex.IT invoices on a monthly basis, based on hours, days, or milestones delivered, as applicable to the relevant service model.

5.3 The Client is responsible for the timely review and approval of timesheets or delivery reports, where applicable. In the absence of a timely objection, the records submitted by Jobbex.IT shall be deemed accurate.

5.4 Rate adjustments resulting from statutory, tax, or regulatory changes applicable to the Professionals (including changes in employer contributions or social security obligations in the relevant country) may be passed on to the Client with effect from the date such changes take effect.

5.5 Annual rate adjustment: Jobbex.IT may adjust its rates annually based on inflation, increased labour costs, or market conditions, upon thirty (30) days' prior written notice to the Client.

5.6 Expenses: Unless otherwise agreed in writing, reasonable, pre-approved and reasonably incurred out-of-pocket expenses incurred by Professionals in connection with the Services – including travel, accommodation, flights, and mileage – will be invoiced to the Client at cost, supported by receipts where applicable.

5.7 Work outside standard hours: Work performed by Professionals outside standard business hours – including evenings, nights, weekends, and public holidays – will be invoiced at the rates agreed in the applicable Agreement or, in the absence of such agreement, at rates to be agreed between the parties in advance.

Article 6: Payment Terms

6.1 Invoices are payable within 14 days of the invoice date, unless otherwise agreed in writing. Failure to pay any invoice by its due date entitles Jobbex.IT, without prejudice to any other rights or remedies, to suspend the Services until all outstanding invoices have been paid in full.

6.2 Any objection to an invoice must be raised in writing within 8 calendar days of the invoice date. An objection does not suspend the Client's obligation to pay the undisputed portion of the invoice.

6.3 If the Client fails to pay an invoice by its due date, the Client is in default without further notice being required, and statutory interest for commercial transactions applies to the outstanding amount from the due date until full payment.

6.4 All reasonable costs incurred by Jobbex.IT in connection with the collection of overdue amounts, including legal costs, are payable by the Client.

Article 7: Term and Termination

7.1 The term of an Agreement is as set out therein. Where no term is specified, the Agreement runs for an indefinite period and may be terminated by either party with one month's written notice, unless a longer notice period is agreed for the relevant service model.

7.2 Either party may terminate an Agreement with immediate effect by written notice if:

- a) the other party is in material breach of the Agreement and fails to remedy such breach within a reasonable period after being notified in writing;
- b) the other party is declared insolvent, enters into bankruptcy, suspension of payments, or liquidation proceedings, or ceases its business operations.

7.3 Termination does not affect amounts already due for Services delivered prior to the termination date, which remain payable in full.

Article 8: Acceptance of Deliverables

8.1 This Article applies to Turn-key Project engagements where specific deliverables are defined in the Agreement.

8.2 Upon delivery of a deliverable, the Client shall review and either accept or reject it in writing within 10 business days. If no written objection is received within this period, the deliverable shall be deemed accepted.

8.3 Where a deliverable is rejected, the Client shall provide a written description of the defects. Jobbex.IT shall remedy material defects within a reasonable timeframe and resubmit the deliverable for acceptance.

Article 9: Liability

9.1 Jobbex.IT shall perform the Services with reasonable skill and care, in line with the standards reasonably expected of a professional technology and engineering services partner.

9.2 Save in case of intent or gross negligence, the total liability of Jobbex.IT under or in connection with an Agreement, for any calendar year, is limited to the total fees invoiced to the Client under that Agreement in the 12 months preceding the event giving rise to the claim, or to the amount actually paid out under Jobbex.IT's liability insurance for the relevant claim, whichever is higher.

9.3 Jobbex.IT shall under no circumstances be liable for indirect or consequential damages, including but not limited to loss of profit, loss of revenue, loss of data, or loss of business opportunity.

9.4 The limitations in this Article do not apply in case of damage resulting from intent or gross negligence on the part of Jobbex.IT or its management.

Article 10: Confidentiality

10.1 Each party shall keep confidential all Confidential Information received from the other party and shall not disclose such information to third parties, except:

- a) to the extent necessary for the performance of the Agreement (including disclosure to Professionals, subcontractors, or group companies involved in the delivery of the Services, subject to equivalent confidentiality obligations); or
- b) where required by law, regulation, or order of a competent authority.

10.2 These confidentiality obligations survive termination of the Agreement for a period of 5 years.

Article 11: Intellectual Property

11.1 Unless otherwise agreed in writing in the applicable Agreement, all intellectual property rights in deliverables created by Professionals specifically for the Client under a Turn-key Project, and paid for in full by the Client, are transferred to the Client upon full payment of the corresponding invoices.

11.2 Jobbex.IT retains all rights to its own pre-existing tools, methodologies, frameworks, know-how, and any general-purpose components not developed specifically for the Client.

11.3 Nothing in this Article transfers any rights in the Client's pre-existing intellectual property, which remains the Client's property at all times.

Article 12: Non-Solicitation and Direct Engagement of Professionals

12.1 The value Jobbex.IT provides to the Client is built on its ability to attract, develop, and retain skilled technology Professionals. The Client acknowledges that the direct or indirect engagement of a Professional outside of the framework of the Agreement causes significant harm to Jobbex.IT's business.

12.2 During the term of the Agreement and for a period of 24 months following the end of the provision of Services by a given Professional to the Client (whichever is later), the Client shall not, without the prior written consent of Jobbex.IT, directly or indirectly:

a) offer employment to, or enter into any form of contractual relationship with (including as an employee, contractor, consultant, or through any third party or intermediary) any Professional who has been made available to, or has performed work for, the Client by Jobbex.IT; or

b) facilitate, encourage, or assist a third party in engaging such a Professional, where the Client is aware that this is intended to circumvent this Article.

12.3 If the Client breaches Article 12.2, the Client shall, without prejudice to Jobbex.IT's right to claim full compensation for actual damages suffered (including, without limitation, loss of revenue, recruitment and replacement costs, and lost margin), owe Jobbex.IT an immediately due and payable penalty (boete) equal to:

a) for Agreements governed by Dutch law: an amount equal to twelve (12) months of the fees that would have been invoiced to the Client for that Professional at the rate applicable immediately prior to the breach, with a minimum of EUR 50,000 per Professional;

b) for Agreements governed by Portuguese law: an amount equal to twelve (12) months of the fees that would have been invoiced to the Client for that Professional at the rate applicable immediately prior to the breach, with a minimum of EUR 50,000 per Professional, it being understood that this penalty operates without prejudice to Jobbex.IT's right to claim additional compensation for damages exceeding the penalty amount, to the extent permitted under the Código Civil.

12.4 The penalty under this Article is due per Professional and per breach, and is payable in addition to (and not in substitution for) any outstanding fees owed under the Agreement.

12.5 This Article survives termination or expiry of the Agreement.

Article 13: References and Case Studies

13.1 The Client agrees that Jobbex.IT may refer to the Client by name as a reference client in its commercial and marketing communications, including on its website, in presentations, and in proposals to prospective clients, unless otherwise agreed in writing.

13.2 Jobbex.IT may also describe the nature, scope, and outcomes of Services delivered to the Client in the form of a case study or project reference, provided that:

a) no confidential technical or commercially sensitive details are disclosed without the Client's prior written consent;

b) the description is factually accurate and does not misrepresent the Client's business or the results achieved;

c) no personal data of the Client's employees or representatives is published without their individual consent.

13.3 The Client may object to any specific use of its name or project information under this Article by written notice to Jobbex.IT. Jobbex.IT will remove or amend the relevant content within a reasonable period after receiving such notice, and will not publish new content of that nature without prior written approval.

13.4 The right of Jobbex.IT under this Article survives termination of the Agreement, unless the Client has exercised its right to object under Article 13.3.

Article 14: Data Protection

14.1 Each party shall comply with applicable data protection legislation, including the GDPR, in connection with any personal data processed under or in connection with an Agreement.

14.2 Where Jobbex.IT processes personal data on behalf of the Client as a data processor, the parties shall enter into a separate Data Processing Agreement (DPA) as required under applicable data protection legislation.

14.3 Jobbex.IT's general privacy practices are described in its Privacy Policy, available at <https://jobbex.it/privacy-policy>.

Article 15: Force Majeure

15.1 Neither party shall be liable for any failure or delay in performing its obligations under an Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, government measures, pandemics or epidemics, strikes, and failures of telecommunications or energy infrastructure.

15.2 If a force majeure event continues for more than three months, either party may terminate the affected Agreement by written notice, without being liable for any compensation to the other party in connection with such termination, without prejudice to amounts already due for Services performed prior to the force majeure event.

Article 16: Governing Law and Jurisdiction

16.1 The governing law and competent courts applicable to an Agreement are as specified in that Agreement.

16.2 Where the Agreement is entered into with Jobbex Consultancy B.V. (Netherlands) and does not specify otherwise, the Agreement is governed by the laws of the Netherlands, and disputes shall be submitted to the competent court in the Netherlands.

16.3 Where the Agreement is entered into with Jobbex Group Portugal, Lda. (Portugal) and does not specify otherwise, the Agreement is governed by the laws of Portugal, and disputes shall be submitted to the competent court of Lisbon, Portugal.

Article 17: Severability, Entire Agreement, and Assignment

17.1 If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid provision with a valid provision that reflects the original intent as closely as possible.

17.2 These General Terms and Conditions, together with the applicable Agreement, constitute the entire agreement between the parties with respect to its subject matter and supersede all prior discussions, representations, or agreements, whether written or oral, relating to that subject matter.

17.3 Jobbex.IT may assign its rights and obligations under an Agreement to Jobbex Group B.V. or any of its subsidiaries. The Client may not assign its rights or obligations under an Agreement without the prior written consent of Jobbex.IT.

Article 18: Language

These General Terms and Conditions have been drafted in the English language. In the event of any inconsistency between the English version and any translated version, the English version shall prevail.

Article 19: Contact

For any questions regarding these General Terms and Conditions, please contact:

Email: info@jobbex.it

Netherlands: Jobbex Consultancy B.V. — Velmolenweg 52A, 5404 LD Uden (KVK: 77804228)

Portugal: Jobbex Group Portugal, Lda. — Rua Nova dos Mercadores 33, 1990-197 Lisbon, Portugal (NIPC: 516035177 / VAT: PT516035177)