

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF FLEX WORKERS

Article 1: Scope

1. These General Terms and Conditions apply to any assignments and other agreements, including offers, proposals, quotations and price lists as well as all other legal acts aimed at the realisation thereof between the temporary employment agencies of Carrière Personeelsdiensten B.V. and its affiliated companies, with its registered address in Berkel en Rodenrijs, established in the Netherlands and the client, insofar as it relates to the provision of flex workers to clients.
2. Any purchase or other (general) conditions of the client are not applicable and hereby expressly rejected.
3. Agreements deviating from these General Terms and Conditions only apply when agreed upon in writing between the parties and subsequently exclusively apply to that assignment.

Article 2: Definitions

In these General Terms and Conditions, the following terms have the following meaning:

1. Temporary employment agency: the temporary employment agency established in the Netherlands of Carrière Personeelsdiensten B.V. and/or its affiliated companies that provides flex workers to clients on the basis of an agreement.
2. Flex worker: any natural person who has entered into a temporary employment agreement - in the sense of Section 7:690 of the Dutch Civil Code - with the temporary employment agency in order to perform work for a third party under the management and supervision of that third party.
3. Client: any natural person or legal entity that engages a flex worker to perform work under its management and supervision within the scope of an assignment as referred to in subsection 4 of this Article.
4. Assignment: the agreement between a client and the temporary employment agency pursuant to which a single flex worker - in the sense of subsection 2 of this Article - is provided to the client by the temporary employment agency in order to work under the client's management

and supervision, all against payment of the client rate.

5. Secondment: the employment of a flex worker in the context of an assignment.
6. Temporary employment clause: the written provision in the employment agreement between the temporary employment agency and the flex worker and/or in the Collective Labour Agreement (CAO), to the effect that the employment agreement will end by operation of law as soon as the temporary employment agency's secondment of the flex worker to the client is terminated at the client's request (Article 7:691(2) of the Dutch Civil Code).
7. Collective Labour Agreement (CAO): the collective labour agreement for flex workers concluded between the Algemene Bond Uitzendondernemingen (ABU) on the one hand and the respective trade unions on the other.
8. Client rate: the rate owed by the client to the temporary employment agency, exclusive of surcharges, expense allowances and VAT. The rate is calculated per hour, unless stated otherwise.
9. Hirer's remuneration: the hirer's remuneration as defined in the Collective Labour Agreement (CAO).
10. Week: The calendar week that begins on Monday at 0:00 hours and ends on Sunday at 23:59 hours.

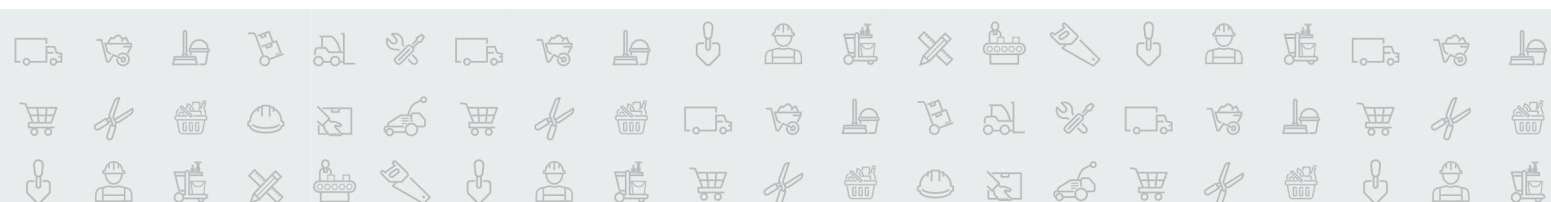
Article 3: The assignment and the secondment assignment

1. The assignment is entered into for a definite or indefinite period of time.
2. The assignment for a definite period of time is the assignment that is entered into:
 - a) either for a fixed period of time;
 - b) or for a determinable period of time;
 - c) or for a determinable period of time, not exceeding a fixed period of time.

The assignment for a definite period of time ends by operation of law upon expiry of the agreed period of time or upon the occurrence of an objectively definable event which has been established in advance.

Termination of an assignment

3. Notice of termination of an assignment for an indefinite period of time must be given in writing with due observance of a notice period of 15 calendar days.



4. Interim termination of an assignment for a definite period of time is not possible, unless otherwise agreed upon in writing. When interim termination has been agreed upon, termination is possible with a notice period of 15 calendar days. Termination must be effected in writing.
5. Any assignment will end immediately by reason of dissolution at the time either party invokes dissolution of the assignment because:
 - a) the other party is in default;
 - b) the other party is wound up;
 - c) the other party has been declared bankrupt or has applied for suspension of payments.

If the temporary employment agency invokes dissolution because of one of these grounds, the client's acts on which dissolution is based are contained in the request to terminate the secondment. This does not lead to any liability on the part of the temporary employment agency for any damage that the client sustains as a result. As a result of the dissolution, the claims of the temporary employment agency will be due and payable immediately.

End of the secondment

6. The end of the assignment means the end of the secondment. Termination of the assignment by the client means the client's request to the temporary employment agency to terminate the current secondment(s) by the date on which the assignment has ended in a valid manner, or by the date on which the assignment has been validly dissolved.
7. If the temporary employment clause applies between the flex worker and the temporary employment agency, the secondment of the flex worker will end at the client's request at the time the flex worker reports that he is unable to perform the work due to occupational disability. To the extent necessary, the client is deemed to have made this request. The client will confirm that request to the temporary employment agency in writing if it so requests.
8. The secondment will end by operation of law if and as soon as the temporary employment agency can no longer provide the flex worker because the employment agreement between the temporary employment agency and the flex worker has terminated and such employment agreement is not subsequently continued with the same client. In such event, the temporary employment agency will not be in breach of its obligations towards the client, nor will it be liable for any damage that

the client may suffer as a result. The client will inform the temporary employment agency in a timely manner of the termination or continuation of the assignment, with due observance of Article 6 subsection 1, in order to enable the temporary employment agency to properly and fully comply with its obligations related to a statutory period of notice.

Article 4: Replacement and availability

1. During the term of the assignment, the temporary employment agency is entitled to offer a replacement flex worker at all times. This does not require the consent of the client. The client may refuse to replace the flex worker only on reasonable grounds.
2. The temporary employment agency will not be in breach towards the client and is not required to pay any damages or costs to the client if, for any reason whatsoever, the temporary employment agency cannot or can no longer provide a (replacement) flex worker to the client in the manner and to the extent as agreed in the assignment or afterwards.
3. If the flex worker is replaced by another flex worker, the hourly remuneration in respect of the replacement flex worker will be reset on the basis of the rates set forth in Article 9, and the client rate will be adjusted accordingly.
4. If the client terminates or gives notice of termination or does not renew an assignment to hire a flex worker, and as a result the flex worker (could/can/will) claim a transition fee from the temporary employment agency as provided by law, the client is required to indemnify the temporary employment agency for the amount of the transition fee due to the flex worker.

Article 5: Right of suspension

1. The client is not entitled to temporarily suspend the employment of the flex worker in full or in part, unless in the event of force majeure as referred to in Section 6:75 of the Dutch Civil Code.
2. Contrary to subsection 1 of this Article, suspension is possible when:
 - this has been agreed upon in writing and the duration is specified;
 and
 - the client demonstrates that there is temporarily no work available or that the flex worker cannot be employed;
 and



- the temporary employment agency can successfully invoke exclusion of the obligation to continue paying wages pursuant to the Collective Labour Agreement (CAO) on behalf of the flex worker.

For the duration of the suspension, the client does not owe the client rate.

- If the client is not entitled to temporarily suspend the employment, but the client temporarily does not have any work for the flex worker or cannot employ the flex worker, the client will be required to pay the full client rate to the temporary employment agency for the term of the assignment in accordance with the most recent or usual number of hours and overtime per period pursuant to the assignment and conditions.

Article 6: Work procedure

- Before the assignment commences, the client will provide the temporary employment agency with an accurate description of the position, job requirements, working hours, job hours, work duties, work location, working conditions and the intended term of the assignment.
- Based on the information provided by the client and the capacities, knowledge and skills of the flex workers to be considered for the assignment, the temporary employment agency will determine which flex workers it will propose to the client for the performance of the assignment. The client is entitled to reject the proposed flex worker, as a result of which the secondment of the proposed flex worker will not take place.
- The temporary employment agency will not be in breach towards the client and is not obliged to compensate any damages if, for any reason whatsoever, the contracts between the client and the temporary employment agency preceding a possible assignment, including a concrete request of the client to provide a flex worker, do not lead to the actual provision of a flex worker or do not lead to such provision within the term desired by the client.
- The temporary employment agency is not liable for any damage as a result of the deployment of flex workers who turn out not to meet the requirements set by the client, unless the latter submits a written complaint to the temporary employment agency within a reasonable term after commencement of the secondment, demonstrating intent or wilful recklessness on the part of the temporary employment agency during

- the selection.
- If the temporary employment agency requires information from the client in the context of compliance with its obligations by law or the Collective Labour Agreement (CAO), the client will provide such information to the temporary employment agency free of charge upon its first request.

Article 7: Working hours per week

- The scope of work and the flex worker's working hours at the client will be set out in the order confirmation or are otherwise agreed upon. The flex worker's working hours per week, breaks and rest times will equal the times and hours customary for the client in this respect, unless otherwise agreed upon. The client warrants that the flex worker's working hours and rest times comply with all statutory requirements. The client ensures that the flex worker does not exceed the working hours permitted by law as well as the agreed scope of work.
- The flex worker's vacations and leave will be arranged in accordance with the law and the Collective Labour Agreement (CAO).
- If and to the extent that the flex worker requires (specific) training or (work) instructions for the performance of the assignment, the hours spent by the flex worker on such training and/or work instructions will be charged to the client as hours worked. Hours spent on other training that is not specifically required for the assignment will not be charged to the client, unless otherwise agreed upon. The periods of absence required for other training will be determined in consultation between the client and the temporary employment agency and will, if possible, be agreed upon at the commencement of the assignment.

Article 8: Company closures and mandatory days off

- Upon entering into the assignment, the client is to inform the temporary employment agency in writing of any company closures and collective mandatory days off during the term of the assignment in order to enable the temporary employment agency, if possible, to make such circumstance part of the employment agreement with the flex worker. If an intention to schedule a company closure and/or collective mandatory days off becomes known after the assignment is entered into, the client must inform the temporary employment agency immediately in writing once



it becomes known. If the client fails to inform the temporary employment agency in writing and in a timely manner, the client will be obliged to pay the temporary employment agency the full client rate for the term of the company closure based on the most recent or usual number of hours and overtime per period pursuant to the assignment and conditions.

Article 9: Position and (hirer's) remuneration

1. Prior to commencement of the assignment, the client will provide the temporary employment agency with a description of the position to be held by the flex worker, the related classification in the client's remuneration scheme and information regarding all elements of the hirer's remuneration (as regards amount and time) - to the extent known at that time. .
2. The flex worker's remuneration, including any (expense) allowances, will be determined in accordance with the Collective Labour Agreement (CAO) (including the provisions with respect to the hirer's remuneration) and the applicable laws and regulations, all this based on the job description provided by the client.
3. If at any time it turns out that such job description and the related scale are not in accordance with the position actually held by the flex worker, the client will immediately provide the temporary employment agency with the correct job description and the related scale. The flex worker's remuneration will be redefined on the basis of the new job description. The position and/or scale may be adjusted during the term of the assignment when the flex worker reasonably claims such an adjustment pursuant to laws and regulations or the Collective Labour Agreement (CAO). If the adjustment results in a higher remuneration, the temporary employment agency is entitled to adjust the flex worker's remuneration as well as the client rate accordingly. The client will owe the temporary employment agency that adjusted rate from the moment that the flex worker is entitled to the higher remuneration pursuant to laws and regulations and/or the Collective Labour Agreement (CAO).
4. Pursuant to the Collective Labour Agreement (CAO), the temporary employment agency is required to remunerate the flex worker in accordance with the hirer's remuneration or, if the flex worker pertains to the allocation group, in accordance with the ABU remuneration.
5. The hirer's remuneration will be determined by the client per secondment. Prior to commencement of the secondment, the temporary employment agency will classify the position to be held by the flex worker as per the function group applicable for the client. The classification will be made based on the information provided to the temporary employment agency by the client pursuant to Article 2 subsection 9.
6. The client will inform the temporary employment agency in a timely manner and in any event immediately upon it becoming known of any changes in the hirer's remuneration and any ascertained initial wage increases.
7. If and insofar as the client provides incorrect or incomplete information in the context of this Article, any consequences ensuing from that will be borne by the client. The client will indemnify the temporary employment agency in that regard.
8. Expenses and allowances including overtime, travelling time/hours, physically demanding conditions, work in shifts or irregularities, at special times or on special days (including public holidays) and/or shifted hours are remunerated in accordance with the relevant regulation of the hirer's remuneration or - if applicable - the Collective Labour Agreement (CAO) and are charged on to the client.
9. If and to the extent that a remuneration is set for the flex worker because of his ineligibility for classification in accordance with the hirer's remuneration or Article 21 subsection 3 of the Collective Labour Agreement (CAO) (a remuneration in line with the market), the client will notify the temporary employment agency in a timely manner and in any event immediately upon becoming aware of a change in the client's job structure, as a result of which the position held by the flex worker may or should have been classified in the client's job structure after all. In that case, the remuneration and the client rate will be adjusted in accordance with this Article.

Article 10: Proper management and/or supervision and good clientship

1. With respect to the flex worker, the client will exercise the same due care when it comes to supervision and/or management as well as with regard to the work that is required to be performed as if it were one of his own employees.
2. The client may not, except with the written consent of the temporary employment agency, 'on-lend'



the flex worker to a third party; i.e. assign the flex worker to a third party for the performance of work under the supervision and/or management of such third party. On-lending will be understood to include the provision of flex workers by the client to a (legal) entity with which the client is affiliated in a group (group company).

3. The client may only employ the flex worker in derogation of the provisions set forth in the assignment and the conditions if the temporary employment agency and the flex worker have given their prior written consent. Such consent may be subject to conditions.
4. Employment of the flex worker abroad by a client established in the Netherlands is only possible under the strict management and/or supervision of the client and for a limited period of time, if the temporary employment agency and the flex worker have agreed thereto in advance in writing.
5. The client will compensate the flex worker for any damage suffered by him as a result of an item belonging to him, which was used in the context of the assigned task, is damaged or destroyed.
6. The temporary employment agency is not liable towards the client for any damage or loss suffered by the latter, third parties or the flex worker himself as a result of acts or omissions of the latter.
7. The temporary employment agency is not liable towards the client for any obligations which the flex worker has entered into or that have arisen for him towards the client or third parties, whether or not with the consent of the client or such third parties.
8. The client indemnifies the temporary employment agency against any - direct or indirect - liability (including costs, such as the actual costs of legal assistance) of the temporary employment agency as the flex worker's employer in connection with the damage, loss and obligations referred to in subsections 5, 6 and 7 of this Article.
9. The client will take out an adequate liability insurance pursuant to the provisions of this Article. At the temporary employment agency's request, the client will provide valid proof (insurance policy) and/or proof of payment of the same.

Article 11: Working conditions

1. The client declares to be aware of the fact that it is considered to be an employer under the Dutch Working Conditions Act.
2. The client is responsible towards the flex worker as well as the temporary employment agency for

the performance of the obligations ensuing from Section 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and the related obligations regarding safety at work, health, welfare and proper working conditions in general. As a result, the client is to i.a. furnish and maintain the work areas and provide equipment and tools in or with which it will have the flex worker perform work, and take such measures and give such instructions related the performance of the work by the flex worker as are reasonably necessary to prevent the flex worker from suffering any damage in the performance of the work, in the broadest sense.

3. The client is obliged to provide written information to the flex worker as well as to the temporary employment agency in a timely manner, and in any event one working day prior to commencement of the work, regarding the professional qualifications required by the client and the specific characteristics of the work to be performed. The client will actively inform the flex worker and provide him with adequate instructions regarding the Risk Inventory and Evaluation (RIE) used at the company.
4. Should the flex worker suffer any industrial accident or occupational disease, the client will, if so required by law, immediately notify the competent authorities and see to it that a written report is drawn up without delay. The report will lay out the circumstances of the accident in such a manner that it can be determined, with a reasonable degree of certainty, whether and to what extent the accident was caused by the fact that insufficient measures were taken to prevent the accident or the occupational disease. The client will inform the temporary employment agency as soon as possible about the industrial accident or occupational disease and will submit a copy of the report that was drawn up.
5. The client will reimburse the flex worker and indemnify the temporary employment agency in full for any damage (including additional costs, such as the actual costs of legal assistance) suffered by the flex worker in the context of performing his work, if and to the extent that the client and/or the temporary employment agency is liable for such loss or damage pursuant to Article 7:658 and/or Article 7:611 of the Dutch Civil Code and/or Article 6:162 of the Dutch Civil Code.
6. If the industrial accident results in death, the client will be obliged to compensate the damage (including the actual costs of legal assistance) in



accordance with Article 6:108 of the Dutch Civil Code to the persons named in that Article.

- The client will take out an adequate liability insurance pursuant to the provisions of this Article. At the temporary employment agency's request, the client will provide valid proof (insurance policy) and/or proof of payment of the same.

Article 12: Liability of the client

- A client who fails to perform - or fails to properly perform - the obligations it has ensuing from these General Terms and Conditions or any assignments and/or other agreements, will be obliged to compensate the temporary employment agency for any damage that may arise as a result (including additional costs, such as the actual costs of legal assistance) without any prior notice of default being required, and it will fully indemnify the temporary employment agency in that respect. The above is without prejudice to the temporary employment agency's right to bring other claims and to dissolve an agreement. The provisions of this Article are generally applicable, both - if necessary additionally - with regard to subjects for which the obligation to pay compensation has already been regulated separately in these General Terms and Conditions and with regard to subjects for which this is not the case.

Article 13: Client rate

- The client rate owed to the temporary employment agency by the client will be calculated over the hours to which the temporary employment agency is entitled pursuant to the assignment and/or the conditions and will always be calculated over at least the hours actually worked by the flex worker. The client rate is multiplied by the allowances and increased by the expense allowances that the temporary employment agency owes the flex worker. VAT is charged on the client rate and the (expense) allowances.
- If at any time the hirer's remuneration as referred to in Article 2 subsection 9 of these General Terms and Conditions changes, the temporary employment agency will redetermine the flex worker's remuneration in accordance with the amended hirer's remuneration.
- In addition to the aforementioned, the temporary employment agency is in any event also entitled to adjust the client rate during the term of the assignment when the costs of the temporary work increase:

- as a result of a (periodic and/or one-off) wage increase and/or a (one-off) mandatory payment ensuing from the Collective Labour Agreement (CAO) and/or the Collective Labour Agreement (CAO) and/or employment conditions applicable at the client's and/or laws and regulations;
 - as a result of amendments in or as a result of laws and regulations, including amendments in or as a result of labour and tax legislation and regulations, the Collective Labour Agreement (CAO) or any binding rule.
- If, pursuant to subsections 2 and 3 of this Article, the client does not agree to pay the adjusted client rate, this will constitute the client's request to terminate the secondment with immediate effect.
 - If during the term of an assignment, with the express prior written consent of the temporary employment agency, the flex worker's position changes to the extent that it involves work that is classified lower, the hourly remuneration and the client rate will remain unchanged.
 - The temporary employment agency will confirm any adjustment of the client rate to the client in writing as soon as possible. If the remuneration and/or the client rate has/have been set too low as a result of any cause that attributable to the client, the temporary employment agency will be entitled to adjust the remuneration and the client rate to the correct level in retrospect. The temporary employment agency will then also be entitled to what the client has failed to pay as a result and to charge the client the costs that the temporary employment agency has incurred as a result.

Article 14: Special minimum payment obligation for standby contracts

- If the client fully or partially withdraws a request for a flex worker within four calendar days prior to commencement of the work (not counting the first scheduled work day), or changes the times at which the flex worker was to perform work, it will owe the full agreed client rate for the agreed hours of that call-up to the temporary employment agency.
- If the scope of the work to be performed by the flex worker and/or the working hours have not been clearly set out and the client does not give the flex worker the opportunity to perform the agreed work for less than three (consecutive) hours per call, the client will owe the temporary employment agency the client rate for at least three hours or as many more hours as agreed.



Article 15: A client's entry into a working relation with a flex worker

1. The client is only entitled to enter into a working relation with a flex worker provided to it by the temporary employment agency if and to the extent that the conditions set forth in this Article have been met.
2. In the context of this Article, flex worker is also understood to mean:
 - the prospective flex worker registered with the temporary employment agency;
 - the (prospective) flex worker introduced to the client;
3. Entry into a working relation with a flex worker is, in the context of this Article, understood to mean:
 - entry into an employment agreement, a contract for professional services and/or an agreement for an assignment by the client with the flex worker for the same or different work;
 - to have the relevant flex worker provided to the client by a third party (for instance another temporary employment agency) for the same or different work;
 - entry into a working relation with a third party by the flex worker for the same or different work, in which case the client and such third party are affiliated in a group or one is a subsidiary of the other.

The client will not enter into a working relation with a flex worker as long as the temporary employment agreement between the flex worker and the temporary employment agency has not ended in a valid manner.
5. The client will inform the temporary employment agency in due time in writing of its intention to enter into a working relation with the flex worker. That is to say, before it actually carries out that intention.
6. If, in accordance with the provisions of the preceding subsections of this Article, the client enters into a working relation with a flex worker who is provided to it based on an assignment for an indefinite period of time before that flex worker has actually worked 2,000 hours - based on that assignment - the client will owe the temporary employment agency a fee in the amount of 25% of the most recently prevailing client rate of 2,000 hours less the hours already worked by that flex worker.
7. If the client enters into a working relation with a flex worker who is provided to it based on an assignment for a definite period of time, the client

will owe a compensation in the amount of 25% of the most recently prevailing client rate (calculated based on the agreed or usual hours and overtime) for the remaining term of the assignment or - in the event of an assignment that can be terminated early - for the notice period that has not been observed, provided that the client will always owe at least the fee referred to in subsection 6.

8. If, in accordance with the provisions in subsections 1 to 5 above, the client enters into a working relation with a flex worker, the assignment between the client and the temporary employment agency will end as of the day on which that working relation commences.
9. If the client enters into a working relation with the flex worker within 3 months after the latter's secondment (whether or not based on an assignment for a definite or indefinite period of time) at the client has terminated, it will owe the fee referred to in subsection 6. This applies both in the event that the client has approached the flex worker - directly or through third parties - and in the event that the flex worker has applied for a job with the client, either directly or through third parties.

If a (potential) client has initially come into contact with a (prospective) flex worker through the temporary employment agency, for instance because the latter has introduced him or her to the client and that (potential) client enters into a working relation with that (prospective) flex worker within three months after the contact has been established without the secondment being effected, that potential client will owe a fee of 25% of the client rate - that would have been applicable to the relevant flex worker in the event of the secondment having been effected - based on 2000 hours.

The client will also owe that fee if the flex worker approaches the client, either directly or through third parties, and/or applies for a job there as a result of which a direct or indirect working relation is entered into with the relevant flex worker. In the event that the temporary employment agency and the client have not yet agreed on a client rate in connection with the assignment of the flex worker, the client will, without prejudice to the temporary employment agency's right to claim full damages, pay an amount of € 10,000.00 exclusive of VAT, immediately and in full, without any further demand or notice of default being required.



Article 16: Invoicing & timekeeping records

1. Invoicing takes place based on the manner of timekeeping agreed with the client and furthermore based on the provisions of the assignment, the agreement or these General Terms and Conditions. Unless otherwise agreed upon in writing, timekeeping will take place by means of timesheets that have been approved in writing by the client.
2. The client and the temporary employment agency agree that timekeeping records will be maintained by means of a timekeeping system, an electronic and/or computerised system or by means of overviews drawn up by or for the client.
3. The client will be responsible for the correctness and completeness of timekeeping records and is to see to it, or have it seen to, that the details of the flex worker included therein are stated correctly and truthfully, such as: the flex worker's name, the number of hours worked, overtime, irregular hours and shift hours, the other hours for which the client rate is due pursuant to the assignment and the conditions as well as any surcharges and any expenses actually incurred.
4. If the client provides the timekeeping records, it will ensure that the temporary employment agency has the timesheets in its possession immediately after the week worked by the flex worker. The client is responsible for the manner in which the timekeeping records are provided to the temporary employment agency.
5. Before the client submits the timesheets, it will give the flex worker the opportunity to check the timesheets. If and to the extent that the flex worker disputes the information on the timesheets, the temporary employment agency is entitled to determine the hours and costs in accordance with the flex worker's statement, unless the client can prove that the information it stated is correct. At the temporary employment agency's request, the client will allow inspection of the original timekeeping records of the client and is to provide the client with a copy thereof.
6. If the timesheets are to be submitted by the flex worker, the client will keep a copy of the timesheet. In the event of a discrepancy between the timesheet submitted to the temporary employment agency by the flex worker and the copy retained by the client, the timesheet submitted to the temporary employment agency by the flex worker will be deemed full evidence for the purposes of settlement, unless the client provides evidence to the contrary.

Article 17: Payment

1. The client, at all times, is obliged to pay every invoice of the temporary employment agency within 14 calendar days of the invoice date. If an invoice is not paid within this period, the client will be in default by operation of law from the first day after the expiry of the payment term without any notice of default being required and will owe 1% interest per calendar month of the outstanding amount, whereby any part of a month is counted as a full month. The temporary employment agency's printed version or copy of the invoice that it sent to the client will constitute full evidence of the interest being due and the date on which the interest calculation commences.
2. If the client disputes the invoice in full or in part, it must inform the temporary employment agency in writing within fourteen calendar days of the invoice date, stating the precise reasons. After this period, the client's right to dispute the invoice lapses. The burden of proof concerning the timely dispute about the invoice rests with the client. A dispute about the invoice does not release the client of its obligation to pay.
3. The client is not entitled to set off the invoice amount, whether or not disputed, against any rightful or unlawful alleged counterclaim and/or to suspend payment of the invoice.
4. Only payments made to the temporary employment agency or to a third party designated in writing by former have a liberating effect. Payments made by the client to a flex worker, under any title whatsoever, are non-binding towards the temporary employment agency and can never constitute a basis for debt settlement or set-off.
5. If, in the temporary employment agency's opinion, the client's financial position and/or payment record so justifies, the client will - upon the temporary employment agency's written request - provide an advance payment and/or adequate security by means of a bank guarantee, pledge or otherwise for its obligations towards the temporary employment agency. Security can be requested for both existing and future obligations, an advance payment only for future obligations. The amount of the requested security and/or advance payment must be proportionate to the client's obligations.
6. If the client fails to provide the advance payment referred to in subsection 5 or fails to furnish the requested security within the term set by the temporary employment agency, the client will



be in default without any further notice of default being required and the temporary employment agency will consequently be entitled to suspend the performance of all its obligations or to invoke the dissolution of all the client's assignments.

In the event of late payment, the temporary employment agency may also charge a surcharge on the invoiced amount.

- All court and extrajudicial (collection) costs incurred by the temporary employment agency as a result of the client's failure to fulfil its obligations pursuant to this Article will be fully borne by the client. The fee of extrajudicial costs is fixed at 15% of the principal sum due including VAT and interest (with a minimum of € 300.00 per claim), unless the temporary employment agency can demonstrate that it has incurred more costs. The fixed fee will always be payable by the client as soon as it is in default and will be charged without further proof.

Article 18: Best-effort obligation & liability

- The temporary employment agency is obliged to make every effort to properly carry out the assignment. If and insofar as the temporary employment agency fails to comply with that obligation, the temporary employment agency will be obliged, with due observance of the provisions below in subsections 2 and 3 and elsewhere in the General Terms and Conditions, to compensate the client for any resulting direct damage, provided that the client submits a written complaint in that respect to the temporary employment agency as soon as possible but no later than three months after the damage has been incurred or became aware of such damage and demonstrates, in that context, that the damage is the direct result of a failure that is attributable to the temporary employment agency.
- Any liability on the part of the temporary employment agency that ensues from the assignment or on another legal basis will be limited to the client rate that the temporary employment agency charges the client for the performance of the assignment, such for the agreed number of working hours and the agreed duration of the assignment up to a maximum of three months. In no event will the maximum amount to be paid by the temporary employment agency exceed the amount to be paid out under its insurance policy.
- Liability of the temporary employment agency for

indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption is excluded in all cases.

Article 19: Intellectual & industrial property

- The temporary employment agency will, at the client's request, have the flex worker sign a written statement in order to effect or promote - to the extent necessary and possible - that all intellectual and industrial property rights of the results of the flex worker's work are retained or transferred to the client. If the temporary employment agency owes the flex worker any remuneration in this respect or otherwise incurs any costs, the client will owe the temporary employment agency the same remuneration or the same costs.
- The client is free to enter into an agreement directly with the flex worker or to submit a statement for him to sign with respect to the intellectual and industrial property rights referred to in subsection 1. The client will inform the temporary employment agency of its intentions to do so and will provide the temporary employment agency with a copy of the drawn up agreement in that respect.
- The temporary employment agency is not liable towards the client for any fine or penalty forfeited by the flex worker or any damage suffered by the client as a result of the fact that the flex worker invokes any intellectual and/or industrial property rights.

Article 20: Confidentiality

- The temporary employment agency and the client will not provide third parties with any confidential information of or about the other party, its activities and business relations that came to their attention as a result of the assignment, unless - and then only insofar as - the provision of such information is necessary in order to properly carry out the assignment or under a statutory obligation to disclose such information.
- At the client's request, the temporary employment agency will oblige the flex worker to observe confidentiality with respect to any information that may become known to him during the performance of the work, unless the flex worker is under a statutory or court mandated disclosure obligation.
- The client is free to directly require the flex worker to observe confidentiality. The client will inform the temporary employment agency in writing of



its intention to do so and provide the temporary employment agency with a copy of the statement/agreement that has been drawn up in that respect. The temporary employment agency is not liable for any penalty, fine or any damage suffered by the client as a result of any such breach of confidentiality by the flex worker.

Article 21: Special obligations related to identity & personal data processing

1. The client to whom the temporary employment agency provides a temporary employee will verify and establish the identity of the temporary employee in accordance with the applicable laws and regulations, including but not limited to the Dutch Labour Act for Foreign Nationals (Wav), the Dutch Wages Tax Act and the Dutch Compulsory Identification Act (WID). The client will also comply with the administrative and records retention requirements incumbent upon it as a result.
2. With respect to foreign nationals, the client expressly declares that it is aware of the Dutch Labour Act for Foreign Nationals (Wav) which includes i.a. the provision that upon commencement of the work by a foreign national, the client must receive a copy of the document referred to in Section 1 subsections 1 through 3 of the Dutch Compulsory Identification Act (WID) of the foreign national from the temporary employment agency. The client is responsible for a careful check of this document, establishes the identity of the foreign national on the basis of that and retains a copy of the document in its records. The temporary employment agency is not responsible or liable for any fine imposed on the client in the context of the Wav. The client will indemnify the temporary employment agency in that respect.
3. The client explicitly declares to be familiar with the applicable laws and regulations regarding personal data processing. The temporary employment agency and the client will enable each other to comply with the aforementioned legislation. The client will in any event only use the personal data obtained through the temporary employment agency for the purpose for which it was obtained, will not retain it any longer than permitted under the laws and regulations and will ensure that this personal data is adequately protected.

Article 22: Prevention of impermissible discrimination of the flex worker

1. To prevent any unlawful distinction being made, particularly based on religion, personal beliefs, political opinion, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any other ground whatsoever, the client is not entitled to stipulate any requirements that are not relevant to the position when providing the information regarding the work to be assigned, nor is the temporary employment agency entitled to take such requirements into account.
2. The client and the temporary employment agency will only set requirements relevant to the position or have such requirements weighed in the provision or performance of the assignment as well as in the selection and treatment of flex workers.
3. The client will indemnify the temporary employment agency against the possible consequences of any unlawful distinction it has made.
4. The client is familiar with the Dutch Whistleblower Act and warrants that the flex worker will have access to the arrangements for whistleblowers in the same manner as its own staff if the client has such an arrangement or if it applies to him.
5. If the client has a complaints procedure in place with respect to the treatment of employees, it warrants that the flex worker has access to this complaints procedure in the same manner as its own staff. This only relates to complaints that do not concern the temporary employment agency's employment practices. All this to the extent that there are no legal obligations to the contrary.

Article 23: Employee participation

1. The client is required to give the flex worker, who is a member of the works council of the temporary employment agency or of the client's works council, an opportunity to exercise such participation rights in accordance with the relevant laws and regulations.
2. The client declares that it is aware of its disclosure requirements pursuant to the Dutch Works Councils Act (Wet op de ondernemingsraden, hereinafter WOR) regarding the (anticipated) deployment of flex workers in its company. If and to the extent that, in the fulfilment of such disclosure requirements, the client wishes to rely on information provided or to be provided by the temporary employment agency, such provision of



information will not exceed what is required under the WOR.

3. If the flex worker is involved in employee participation at the client's company, the latter will also owe the client rate for the hours in which the flex worker performs work or takes training courses during working hours in connection with being involved in employee participation.

Article 24: Obligations related to the Dutch Posting of Workers by Intermediaries Act (Waadi)

1. The client expressly declares to be familiar with Section 8 of the Dutch Posting of Workers by Intermediaries Act (Waadi), pursuant to which the flex worker is at least entitled to equal treatment and the same employment conditions as those that apply to employees who are employed in the same or similar positions by the client as well as to Section 8b of the Dutch Posting of Workers by Intermediaries Act (Waadi), pursuant to which the client ensures that the flex worker has equal access to the company facilities or services in its undertaking, in particular canteens, childcare and transport facilities as employees who are employed in the same or similar positions by the client do, unless the difference in treatment is justified for objective reasons.
2. The client expressly declares to be familiar with Section 8c of the Dutch Posting of Workers by Intermediaries Act (Waadi) and ensures that any job openings within the company will be timely and clearly communicated to the flex worker in order to give him the same opportunity to obtain permanent employment as the employees of that company.
3. The client expressly declares to be familiar with Article 10 of the Dutch Posting of Workers by Intermediaries Act (Waadi). The temporary employment agency is not permitted to provide employees to the client or to the part of the client's company where there is a strike, lockout or sit-down. The client will inform the temporary employment agency in a timely manner and in full regarding the intention, commencement, continuation or termination of any collective action, whether or not organised by trade unions, including but not limited to a strike, lockout or sit-down. In the performance of its supervision and management of the temporary employee, the client will expressly not give any assignments to the flex worker as a result of which Section 10 of the Dutch Posting of Workers by Intermediaries

Act (Waadi) could be breached. Such as, but not limited to, having flex workers perform work normally performed by employees who are currently participating in collective actions.

4. The client expressly declares to be familiar with Section 11 of the Dutch Posting of Workers by Intermediaries Act (Waadi), pursuant to which the client is to provide the temporary employment agency and/or the flex worker with any information regarding the required professional qualifications as well as the Dutch Working Conditions Act (including a risk inventory and evaluation) before commencement of the temporary employment.
5. Furthermore, the client declares to be familiar with Article 12a of the Dutch Posting of Workers by Intermediaries Act (Waadi). On that basis, the client will provide the temporary employment agency with timely and complete written or electronic information regarding the employment conditions prior to the commencement of the secondment and thereafter, as necessary.

Article 25: Disputes & applicable law

1. Any disputes that arise from or are related to a legal relationship between the parties to which these General Terms and Conditions apply, will be exclusively settled in the first instance by the competent court of the district in which the head office of the temporary employment agency is located.
2. These General Terms and Conditions and any offers, assignments and other agreements are governed exclusively by Dutch law.

Article 26: (Partial) nullity or voidability of General Terms and Conditions

1. If one or more provisions of these General Terms and Conditions are declared null and void or annulled, the assignment and the other provisions of these General Terms and Conditions will remain in effect. The provisions that are not legally valid or cannot be legally applied will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.

January 2023

