

General Terms and Conditions

Start People

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Clarification of the General Terms and Conditions

This document details our general terms and conditions. They are subdivided into six parts. These are an introductory part (part A), a part containing articles relating to the provision of flexworkers (part B), a part relating to digital processes (part C), a part relating to the execution of recruitment and selection assignments (part D), a part relating to scheduling and advice (part E) and a part with general provisions (part F).

These general terms and conditions were filed at the registry of the court for Central Netherlands [Midden-Nederland] dated 17 June 2015 under number 117/2015 and are largely based on the general terms and conditions for the provision of employees of the Federation of Private Employment Agencies [Algemene Bond voor Uitzendondernemingen] (ABU). In addition, these general terms and conditions contain a number of provisions to supplement the ABU general terms and conditions.

The following is a short clarification of the general terms and conditions. No rights may be derived from this clarification. Only the integral text of the general terms and conditions is decisive.

Clarification to Part A (Introduction) and Part F (General provisions)

Part A contains a description of the instances in which these general terms and conditions apply and includes a number of generally applicable definitions. Part F contains provisions which apply to all forms of service described in these general terms and conditions.

Clarification to Part B (the provision of flexworkers)

The temporary work relationship

The provision of staff differs fundamentally from the taking on of work or the delivery of goods. This has to do with the unique nature of the employment relationship, whereby three parties can be identified, namely the client, the flexworker and the temporary employment agency. The following is important for a proper understanding of the relationship between the parties involved in the posting.

The temporary employment contract between the flexworker and the temporary employment agency is defined in Article 7:690 of the Dutch Civil Code. This definition basically means that the temporary employment contract is a special employment contract between the temporary employment agency and the flexworker, whereby the flexworker is provided by the temporary employment agency to a client to perform work under the client's leadership and supervision. The flexworker is formally employed by the temporary employment agency. However, the flexworker actually works for the client. Despite this, no (employment) agreement exists between the two parties.

In view of the above, a posting entails two formal relationships. On the one hand there is the temporary employment contract between the flexworker and the temporary employment agency and, on the other hand, the commission contract between the client and the temporary employment agency. Given that the flexworker actually works for the client, the client is responsible for instructions and supervision at the workplace. The client has to treat the flexworker in exactly the same (good) way as its own staff.

Terms and conditions of employment of flexworkers

The legal position and the terms and conditions of employment of the flexworker are largely laid down and arranged in the ABU's Collective Bargaining Agreement for Temporary Staff [CAO voor Uitzendkrachten van de ABU]. The point of departure is that the flexworker accumulates more and more rights the longer he works for the temporary employment agency.

The flexworker works on the basis of a temporary employment contract with temporary employment clause, a temporary employment contract for a definite period of time or a temporary employment contract for an indefinite period of time. The provision of a flexworker with a temporary employment contract with temporary employment clause is often referred to in practice as 'posting' and the provision of a flexworker with a temporary employment contract for a definite or indefinite period of time is often referred to as 'secondment'.

In the event of a temporary employment contract with temporary employment clause, the posting ends as soon as the assignment is terminated at the request of the client or as soon as the flexworker calls in sick.

If the flexworker works on the basis of a temporary employment contract for a definite or indefinite period of time, the termination of the assignment by the client or the flexworker calling in sick will not automatically mean the end of the temporary employment contract.

On the grounds of the Collective Bargaining Agreement for Temporary Staff a flexworker is entitled – unless he belongs to one of the groups excluded from this collective bargaining agreement and is remunerated accordingly – to the same remuneration as one of the client's permanent employees in an identical or similar job. This so-called remuneration for the hiring party is made up of the applicable period wage, the allowance based on a reduction in working hours (ADV) (in time or in money), allowances for overtime, changed hours, irregular hours and shift work, initial wage increases, expense allowances and periodical salary increases.

Term of the assignment

In order to be able to provide the flexworker, we conclude a commission contract with you which is subject to these General Terms and Conditions. The commission contract details the agreements made about (among other things) the job the flexworker is going to do, the fee and the term of the assignment.

We agree the term of the assignment in consultation with you wherever possible. There are several possibilities in this regard:

- an assignment for a determined or determinable period whereby, in principle, the agreed period cannot be deviated from unless explicitly agreed.
- an assignment for an indefinite period of time with cancellation always being possible with due regard for a period of notice.

Liability

Every temporary employment agency is dependent on the client as regards a number of (legal) obligations resulting from the formal employer's role. An example is the termination of the posting 'at the request of the client', rules about working hours and the issuing of a so-called 'Health and Safety Document' [Arbodocument] to the

flexworker. We have to be able to rely on you cooperating where necessary and must be able to call you to account if costs are incurred if you fail to do so (on time).

The client is responsible for managing and supervising the flexworker's work. A temporary employment agency does not have any influence on this. This implies that the client is responsible for this work and for safety in the workplace. As regards safety, the Working Conditions Act [Arbeidsomstandighedenwet] stipulates that the client is to be regarded as the 'employer' within the meaning of that Act. It therefore follows that you are liable for damage and that you indemnify us in that respect. We recommend that you check your insurance policy and have it amended as necessary.

Payment

The flexworker will, in principle, inform us electronically of the number of hours worked. You are required to check the flexworker's timesheet and approve it so that we know that it is correct and so that the wages can be paid to the flexworker. We will then send an invoice based on that same timesheet. Paper timesheets will only be used if this has been agreed with you in writing or by email. In that case these timesheets must be signed by both the flexworker and you. In such instances the timesheets submitted to us by the flexworker will serve as the basis for the payment of wages to the flexworker and our invoice.

Employing a flexworker

The provision of flexworkers to clients who have a temporary need for staff requires temporary employment agencies to invest continually - in time and in money - in the recruitment, selection and retention of flexworkers so that they can be made or kept available. This requires flexworkers who can actually be made available for a period of time at the applicable fees. For that reason, these general terms and conditions stipulate that you may only employ the flexworker yourself if the applicable minimum hiring period has been achieved or if you pay compensation to the temporary employment agency. The amount of this compensation depends on the number of hours that the flexworker has worked for you via our organisation.

Fees

The fee you pay, the client fee, covers the costs of the temporary employment (wage costs, social wage tax, social security premiums etc.) and a margin.

In most cases the flexworker is remunerated on the basis of the remuneration for the hiring party. We depend on the information you provide about your payment scheme and any wage increases and your job structure in order to determine this and to establish whether the job can be categorised. The client fee is established or changed on the grounds of that information.

In view of the fact that the (expected) costs of the temporary employment can also increase during an

assignment as a consequence of – for example – (periodical or general) wage increases, changes to the Collective Bargaining Agreement (CAO), changes to the phase structure or (pension) premiums, changes to (other) legislation and regulations as well as expenditure to be incurred and/or provisions to be put in place for matters such as training, medical expenses and the like, we are entitled to implement fee changes during the assignment as a consequence of this.

Clarification to Part C (Digital processes)

Digital processes are increasingly an element of the services we provide. These may take the form of internet portals, (interactive) websites, computer systems, timekeeping systems, software, interfaces (apis), applications (apps) and e-mail. This requires specific agreements to be made as regards, for example, procedure, security and rights of use and these are the subject of this part of the document.

Clarification to Part D (Recruitment and selection)

Recruitment and selection

If you wish, we can agree with you that we will recruit and select one or more candidates for you who you will then directly employ in order to perform work and/or provide services. This service is referred to as 'recruitment and selection'. This is a different procedure to the one used in connection with providing flexworkers.

Fee

You will be charged a fee for the recruitment and selection activities we carry out which is based on the wage to be earned by the candidate or the all-in fee that the candidate charges for his services.

Duty of best endeavours

We will do our utmost to recruit and select the most suitable candidate. The eventual decision to enter into an (employment) agreement will, of course, always be taken by you.

Clarification to Part E (Scheduling and advice)

If you wish we can also take care of the staff scheduling. We can do so for your own staff or staff you have hired in from elsewhere. This part contains details of the procedure and terms and conditions which apply if we arrange the staff scheduling. This part also contains provisions which applied to the situation in which we advise you (on request or otherwise) with a view to supporting your business operations and/or providing you with relevant information.

General Terms and Conditions

Part A: Introduction

The provisions included in this part apply in addition to the provisions in Part B to Part F of these General Terms and Conditions. In the event of contrariety between the provisions in this part and the provisions in Part B, Part C, Part D, Part E or Part F of these General Terms and Conditions, the provisions in the part in question will take precedence.

Article 1 Definitions

In these General Terms & Conditions the following terms have the meanings referred to:

1. **General Terms and Conditions:** these general terms and conditions
 2. **Client:** any natural person or legal entity with which the Temporary Employment Agency has concluded an Assignment or other agreement.
 3. **Assignment:** an agreement as referred to in Article 3 paragraph 5, Article 30 paragraph 3 or Article 34 paragraph 1 of these General Terms and Conditions.
 4. **Temporary Employment Agency:** the subsidiary established in the Netherlands of Start Holding B.V., not being one of the following companies: KLV Professional Match B.V., USG Restart B.V. or CapitalP B.V.
2. Any of the Client's purchasing or other terms and conditions are not applicable and are explicitly rejected by the Temporary Employment Agency.
 3. Agreements which deviate from these general terms and conditions are only applicable if agreed in writing and only apply to the agreement in question.

Terms in the singular also refer to the plural and vice versa.

Article 2 Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all Assignments and other agreements between the Temporary Employment Agency and the Client, and to all legal activities aimed at the formation thereof, including bids, proposals, offers and quotations.

Part B:

Provision of Flexworkers

The provisions included in this part are applicable in addition to the provisions in Part A and Part F if and insofar as a(n) (intended) provision of flexworkers applies as defined in Article 3. In the event of contrariety between the provisions included in this part and the provisions in Part A and Part F, the provisions in this part take precedence in the event of a(n) (intended) provision of flexworkers.

Article 3

Supplementary definitions relating to the Provision of Flexworkers

Supplementary to and, as necessary, in deviation of the definitions referred to above in Article 1, the following terms in Part B of these General Terms and Conditions have the meanings referred to:

1. **ABU remuneration:** the ABU remuneration as defined in the Collective Bargaining Agreement (CAO).
2. **Collective Bargaining Agreement (CAO):** the collective employment contract for Temporary Staff entered into between the Association of Private Employment Agencies [Algemene Bond Uitzendondernemingen] (ABU) on the one hand and the employee organisations involved on the other.
3. **Flexworker:** any natural person who, on the basis of an employment contract as referred to in Article 7:690 of the Dutch Civil Code, is provided by the Temporary Employment Agency to a client in order to perform work under the management and supervision of said client or a third party designated by said client.
4. **Remuneration for the hiring party:** the fee for the hiring party as defined in the Collective Bargaining Agreement (CAO).
5. **Assignment:** the agreement between the Client and the Temporary Employment Agency on the grounds of which a single Flexworker is provided to the Client by the Temporary Employment Agency to perform work under the management and supervision of the Client or a third party designated by the Client, in return for payment of the Client Fee.

6. **Client Fee:** the fee payable by the Client to the Temporary Employment Agency. The fee is calculated per hour, unless stated otherwise.
7. **In writing (whether written with a capital or not):** communication laid down on paper or sent electronically (for example via e-mail, an application or a portal).
8. **Provision:** the posting of a Flexworker within the framework of an Assignment.
9. **Temporary Employment Clause:** the written provision in the employment contract between the Temporary Employment Agency and the Flexworker and/of in the Collective Bargaining Agreement (CAO), implying that the employment contract legally ends due to the end of the Provision of the Flexworker by the Temporary Employment Agency to the Client at the Client's request (Article 7:691 paragraph 2 of the Dutch Civil Code).
10. **Week:** the calendar week which starts and ends at midnight on Sunday.

Terms in the singular also refer to the plural and vice versa.

Article 4

The Assignment and Provision

Assignment

1. The Assignment is entered into for a definite or indefinite period of time.
2. The Assignment which is entered into for a definite period of time is an Assignment:
 - a. either for a fixed period;
 - b. or for a determinable period;
 - c. or for a determinable period which does not exceed a fixed period.The Assignment for a definite period of time legally ends at the end of the agreed period of time or due to the occurrence of a predetermined objective determinable event.

End of the Assignment

3. An Assignment for an indefinite period of time ends by means of written cancellation with due regard for a period of notice of 14 calendar days, unless another period of notice has been agreed in writing. Cancellation must take place in writing at the end of a calendar month.
4. An Assignment for a definite period of time cannot be cancelled prematurely, unless otherwise agreed in writing. If a premature cancellation option is agreed, the period of notice will be 14 calendar days, unless a different period of notice has been agreed

in writing. Cancellation must take place in writing at the end of a calendar month.

5. All assignments end immediately through cancellation at the point in time that one of the parties cancels the assignment because:
 - the other party is in default;
 - the other party has been liquidated;
 - the other party has been declared bankrupt or if an application for bankruptcy has been filed;
 - the other party has applied for a suspension of payments.

If the Temporary Employment Agency is cancelled due to one of these grounds, the conduct of the Client, on which the cancellation is based, will include the request by the Client to terminate the Provision without observance of a period of notice. This will not result in any liability on the part of the Temporary Employment Agency for the damage suffered by the Client as a result. The Temporary Employment Agency's claims will be immediately due and payable as a consequence of the cancellation.

6. If the Assignment ends on the Client's initiative (including the non-continuation of an Assignment for a definite period of time) the Client will cooperate, at the request of the Temporary Employment Agency, with the written assessment of whether it is likely that the Client will ask the Temporary Employment Agency to make the Flexworker provided for the Assignment available again for the same or comparable activities within a period of 26 weeks after the end date of the Assignment.
7. The Client is obliged to inform the Temporary Employment Agency time whether, and if so, for which term and under which other terms and conditions it wishes to continue or extend the Assignment. In the event of an Assignment for a definite period of time, the Client must inform the Temporary Employment Agency by no later than 5 weeks before the Assignment end date. In the event of an Assignment for an indefinite period of time, the Client must inform the Temporary Employment Agency by no later than 3 working days after a request to this effect by the Temporary Employment Agency. In the event of a request to continue or extend the Assignment, the Temporary Employment Agency will then assess whether, and if so, under which terms and conditions it will grant said request.

End of the provision

8. The end of the Assignment means the end of the Provision. Termination of the Assignment by the Client implies a request by the Client to the Temporary Employment Agency to terminate the current Provision(s) as of the date on which

the Assignment is legally ended or on which the Assignment is legally dissolved.

9. If the Temporary Employment Clause applies between the Flexworker and the Temporary Employment Agency, the Provision will end at the Client's request at the time at which the Flexworker states that it is unable to perform the work due to incapacity. Insofar as necessary, the Client will be regarded as having made this request. If asked to do so, the Client will confirm this request in writing to the Temporary Employment Agency.
10. The Provision ends by operation of law if and as soon as the Temporary Employment Agency no longer makes the Flexworker available because the employment contract between the Temporary Employment Agency and the Flexworker has ended and this employment contract is not going to be immediately continued on behalf of the same Client. In this case the Temporary Employment Agency will not have imputably failed vis-à-vis the Client, nor is it liable for any damage the Client suffers as a result.

Article 5

Replacement and availability

1. The Temporary Employment Agency is entitled at all times to make a proposal to the Client to replace a Flexworker that has been provided with another Flexworker subject to continuation of the Assignment, among other things with a view to the company policy and personnel policy of the Temporary Employment Agency, preservation of employment or compliance with applicable legislation and regulations, in particular the Collective Bargaining Agreement (CAO) and the dismissal guidelines applicable in the temporary employment sector. The Client will only reject such a proposal if there are reasonable grounds. If asked to do so, the Client will provide reasons for any rejection in writing.
2. The Temporary Employment Agency is entitled at all times – partly within the framework of pool management – to have the Provision of a Flexworker to the Client terminated without the Client's permission being required and without this resulting in any liability for compensation on the part of the Temporary Employment Agency. If the Temporary Employment Agency wishes to act in this way, the Temporary Employment Agency will inform the Client to this effect – in connection with possible transfer – by no later than one week before the Provision ends.
3. The Temporary Employment Agency will not have imputably failed vis-à-vis the Client nor will it be obliged to compensate any damage or costs to the Client, if the Provision of a (replacement) Flexworker

ends or if it is not providing, or cannot provide, the (replacement) Flexworker to the Client (any more), at least not in the way (any longer) and to the extent as agreed in the Assignment or thereafter.

Article 6

Right to suspend performance

1. The Client is not entitled to suspend the Provision of the Flexworker temporarily, whether wholly or partially, except in the event of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. Contrary to paragraph 1 of this Article, suspension is possible if:
 - a. this is agreed in writing and the term has also been laid down and
 - b. the Client demonstrates that no work is available temporarily or the Flexworker cannot be employed and
 - c. the Temporary Employment Agency can successfully invoke vis-à-vis the Flexworker exclusion of the obligation to continue paying wages on the grounds of the Collective Bargaining Agreement (CAO).

The Client will then not be required to pay the Client Fee for the term of the suspension.

3. If the Client is not entitled to suspend the Provision temporarily, but the Client temporarily has no work for the Flexworker or cannot assign the Flexworker to a post, the Client will be obliged, for the term of the Assignment, to pay the Client Fee to the Temporary Employment Agency immediately for the last applicable or the usual number of hours and overtime per period (week, month and the like) pursuant to the Assignment.

Article 7

Work procedure

1. Before the start of the Assignment, the Client will issue the Temporary Employment Agency an accurate description of the job, job requirements, working times, working hours, activities, work location, working conditions and will inform the Temporary Employment Agency of the required term of the Assignment.
2. On the basis of the information issued by the Client and the capacities, knowledge and skills known to it of the (prospective) Flexworkers eligible for the provision, the Temporary Employment Agency will determine which (prospective) Flexworkers it is going to propose to the Client for the execution of the Assignment. The Client is entitled to reject the

proposed (prospective) Flexworker, as a result of which the proposed (prospective) Flexworker will not be provided.

3. The Temporary Employment Agency will not have imputably failed vis-à-vis the Client and is not obliged to compensate for any damage if, prior to a possible Assignment, the contacts between the Client and the Temporary Employment Agency, including a concrete application by the Client for a Flexworker to be provided, do not result, or do not result by the deadline desired by the Client, in the actual Provision of a Flexworker, for whatever reason.
4. The Temporary Employment Agency is not liable for damage as a consequence of the posting of a Flexworker who appears not to fulfil the requirements set by the Client, unless the Client submits a corresponding written complaint to the Temporary Employment Agency within a reasonable deadline after commencement of the Provision and also proves intent or deliberate recklessness on the part of the Temporary Employment Agency during the selection.

Article 8

Working hours and times

1. The number of hours worked by, and the working times of, the Flexworker for the Client are to be recorded in the Assignment, or agreed otherwise. The Flexworker's working times, working hours and break times are equal to the Client's usual times and hours, unless agreed otherwise in writing. The Client guarantees that the Flexworker's working hours and the break and working times comply with the statutory requirements. The Client will ensure that the Flexworker does not exceed the legally permitted working times and the agreed work time.
2. The Flexworker's holiday and leave are to be arranged in accordance with the law, the Collective Bargaining Agreement (CAO) and the employment conditions scheme applicable to the Flexworker.
3. If and insofar as the Flexworker requires specific training or (work) instruction for the execution of the Assignment, the hours which the Flexworker spends on this training and/or (work) instructions will be charged to the Client as hours worked unless agreed otherwise in writing. With regard to other training which is not specifically required for the Assignment, the necessary periods of absence will be determined in consultation between the Client and the Temporary Employment Agency and agreed upon commencement of the Assignment. The Client will still be required to pay the Client Fee for these periods unless such is agreed otherwise in writing.

4. The Client will give the Flexworker the opportunity to interrupt the work if and insofar as the Flexworker can make a particular claim in this respect as a consequence of the provisions, in or pursuant to, the Working Conditions Act [Arbeidsomstandighedenwet] and/or the Working Hours Act [Arbeidstijdenwet], for example for expressing after childbirth. If the Flexworker is entitled to wages on the hours spent on such work interruptions, these powers will be charged to the Client as hours worked.
 5. If the Client's own staff are entitled to pay during breaks, the Temporary Employment Agency will also continue to pay the Flexworker during breaks and these hours will be charged to the Client as hours worked.
2. Before commencement of the Assignment and also at the first request of the Temporary Employment Agency, the Client will issue to the Temporary Employment Agency the description of the job to be performed by the Flex Worker, the corresponding job scale details and information on all elements of the Remuneration for the Hiring Party (as regards amount and time: only and insofar as known at that moment).
 3. If it transpires at any time that the job description and the corresponding job scale details do not correspond to the job actually being carried out by the Flexworker, the Client will immediately submit the correct job description with corresponding job scale details to the Temporary Employment Agency. The Flexworker's remuneration will be redetermined on the basis of the new job description. The job description and/or job scale details can be adjusted during the Assignment if the Flexworker, in the opinion of the Temporary Employment Agency, is entitled to said adjustment in view of legislation and regulations, the Collective Bargaining Agreement (CAO), the Remuneration for the Hiring Party and/or the applicable employment conditions scheme. If the adjustment results in a higher remuneration, the Temporary Employment Agency will correct the Flexworker's remuneration and the Client Fee accordingly. The Client will owe the Temporary Employment Agency this adjusted fee from the moment the actual job is carried out.

Article 9

Company closures and obligatory days off

The Client must inform the Temporary Employment Agency, upon commencement of the Assignment, about any company closures and collective days off during the term of the Assignment, so that the Temporary Employment Agency can ensure that this circumstance becomes part of the employment contract with the Flexworker wherever possible. If an intended company closure and/or obligatory collective days off are known upon commencement of the Assignment, the Client must inform the Temporary Employment Agency immediately after such has become known. If the Client fails to inform the Temporary Employment Agency on time or if the Flexworker is entitled to continue payment of wages during the day or days in question, the Client will be obliged, for the term of the company closure or obligatory collective days off to pay the Temporary Employment Agency the Client Fee immediately with regard to the last applicable or the usual number of hours and overtime per period pursuant to the Assignment and terms and conditions.

Article 10

Job and remuneration

1. The Flexworker's remuneration, including any (expense) allowances is to be determined in accordance with the Collective Bargaining Agreement (CAO) (including the provisions on the Remuneration for the Hiring Party and the different terms and conditions of employment which apply in the event of provision of a Flexworker to a building company), the applicable legislation and regulations and any applicable employment conditions schemes, such on the basis of the job description and job requirements issued by the Client.
4. The Client will inform the Temporary Employment Agency on time and, in any event, as soon as it becomes known of the amount of changes in the Remuneration for the Hiring Party and the set initial wage increases.
5. The provisions in paragraph 4 of this article are not applicable if and insofar as the Flexworker is remunerated in accordance with the ABU remuneration.
6. If the Flexworker is remunerated in accordance with the ABU remuneration because the job being carried out by the Flexworker cannot be categorised in the Client's job structure, the Client will inform the Temporary Employment Agency on time and, in any event, as soon as it becomes known, of a change to the Client's job structure which results in it being possible after all to categorise the job being performed by the Flexworker in the Client's job structure. The Flexworker's remuneration will then be determined in accordance with the provisions relating to the Remuneration for the Hiring Party. If this results in a higher remuneration, the Temporary Employment Agency will change the fee accordingly. The Client will owe this changed fee from the moment at which the Flexworker can claim remuneration in accordance with the ABU remuneration.

7. Overtime, shift work, work at/on special times or days (including public holidays) and/or changed hours are to be remunerated in accordance with the Remuneration for the Hiring Party or – if applicable – the surcharge factors applicable to the Flexworker will be charged on to the Client in accordance with the ABU remuneration.
 8. Hours during which the Flexworker, pursuant to the job being performed, has to be contactable and/or available for work and the Flexworker's travel time (other than travel time within the framework of commuting) are to be reimbursed to the Flexworker in accordance with the regulations applicable in this respect to the Client's staff and charged on to the Client.
 9. With due regard for the provisions in this article, the Temporary Employment Agency will arrange the Flexworker's remuneration and the deduction of the payable wage tax and social insurance contributions. Unless the Temporary Employment Agency has given its written permission, the Client is not permitted to pay any remunerations or amounts to the Flexworker. If the Client pays remunerations and/or amounts to the Flexworker, the Client will be obliged to deduct all wage tax and social insurance contributions payable on those remunerations and/or amounts. The Client will then reimburse the Temporary Employment Agency for all damage due to the payability of wage tax and social insurance contributions and indemnifies the Temporary Employment Agency against all related third-party claims.
4. The Client is not permitted, except in the event of prior written permission, to 'loan on' the Flexworker in turn to a third party. This means providing a Flexworker to a third party for the work to be carried out under the management and supervision of said third party or another third party designated by said third party. Third party also means a (legal) entity with which the Client is linked in a group (concern).
 5. If the Temporary Employment Agency grants the permission referred to in the fourth paragraph of this article it will, in any event, be subject to the following terms and conditions:
 - the Client agrees with the third party that the third party is familiar with and accepts the Client's obligations on the grounds of these General Terms and Conditions, the Assignment and any other agreements and fulfils them as being obligations of this third party, insofar as these obligations, in view of their nature cannot be fulfilled by the Client itself;
 - the Client will continue – without prejudice to the above provisions – to be liable vis-à-vis the Temporary Employment Agency for a failure to fulfil the Client's obligations on the grounds of these General Terms and Conditions, the Assignment and any other agreements;
 - the Client is liable for and indemnifies the Temporary Employment Agency against all damage which results from actions or omissions by the third party relating to the (posting of the) Flexworker and/or actions or omissions by the Flexworker;
 - the Client agrees with the third party in writing that the third party will not make the Flexworker available to another third party; and
 - the Client will fulfil its statutory obligations as party hiring out relating to the provision of the Flexworker.

and the Flexworker have agreed such beforehand in writing. Such an agreement can be made subject to conditions.

Article 11

Good execution of management and supervision

1. With regard to the execution of management and supervision, as well as relating to the execution of the work, the Client will behave towards the Flexworker in the same careful way as it is obliged to behave towards its own employees.
 2. The Client is obliged to inform the Temporary Employment Agency periodically, and in any case at the first request of the Temporary Employment Agency, about the functioning and welfare of the Flexworker. Circumstances which may be of influence on the continuation of the Provision must be reported as quickly as reasonably possible by the Client to the Temporary Employment Agency.
 3. The Client can only engage the Flexworker in work in a way other than stipulated in these General Terms and Conditions, the Assignment and/or other agreements, if the Temporary Employment Agency
- The Temporary Employment Agency is entitled to make the permission subject to supplementary terms and conditions.
6. A Flexworker can only be posted outside the European Netherlands by a Client established in the European Netherlands for a definite period of time and subject to the terms and conditions that the Client has organised management and supervision, the posting has been agreed in writing with the Temporary Employment Agency and with the Flexworker, the posting does not result in additional costs or risks for the Temporary Employment Agency and/or the Flexworker and the Client indemnifies the Temporary Employment Agency in this respect.

7. The Client will reimburse the Flexworker for the damage it suffers due to an item belonging to it, which has been used within the framework of the assigned work, having been damaged or destroyed.
8. The Temporary Employment Agency is not liable vis-à-vis the Client for damage and losses suffered by the Client, third parties or the Flexworker itself which result from actions or omissions by the Flexworker.
9. The Temporary Employment Agency is not liable vis-à-vis the Client for commitments which Flexworkers have made with, or which have arisen for it vis-à-vis, the Client or third parties, whether with the permission of the Client or those third parties or otherwise.
10. The Client is liable for, and indemnifies the Temporary Employment Agency against, any claim by third parties and/or the Flexworker vis-à-vis the Temporary Employment Agency in relation to the damage, losses and commitments referred to in paragraphs 7, 8 and 9 of this Article and reimburses all related costs incurred by the Temporary Employment Agency (including the actual costs of legal assistance).
11. Insofar as possible the Client will take out adequate insurance against liability on the grounds of the provisions in this Article. At the request of the Temporary Employment Agency, the Client will provide proof of the insurance.
4. If the Flexworker is involved in an industrial accident or suffers an occupational illness, the Client will, if legally required, immediately inform the authorised bodies and ensure that a corresponding written report is drawn up. The report will record the circumstances of the industrial accident or the occupational illness in such a way that it can be concluded, with a reasonable degree of certainty, whether and to what extent the industrial accident or the occupational illness is the consequence of the fact that insufficient measures were taken to prevent the industrial accident or occupational illness. The Client will inform the Temporary Employment Agency as soon as possible about the industrial accident or the occupational illness and will submit a copy of the report that has been drawn up.
5. The Client will indemnify the Temporary Employment Agency against claims by the Flexworker for compensation of damage (including costs of legal assistance) suffered within the framework of the execution of its work. The Client will reimburse the Flexworker for the aforementioned damage (including costs of legal assistance), if and insofar as the Client and/ or the Temporary Employment Agency is liable.
6. In the event of illness or incapacity of the Flexworker as a consequence of the execution of its work, the Client will compensate the Temporary Employment Agency for the damage it has suffered or is going to suffer as a result. This damage will in any event (but not exclusively) consist of the costs of continued wage payments during the period of incapacity or illness and the costs incurred by the Temporary Employment Agency in relation to the fulfilment of its obligations pursuant to Article 7:658a of the Dutch Civil Code.

Article 12

Working conditions

1. The Client declares that it is aware of the fact that he is designated as employer in the Working Conditions Act.
2. The Client is responsible vis-à-vis the Flexworker and the Temporary Employment Agency for the fulfilment of the obligations resulting from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the field of safety in the workplace and good working conditions in general.
3. The Client is obliged to provide the Flexworker and the Temporary Employment Agency with information in writing on time, in any event one working day before the commencement of the work, on the required special qualifications and the specific characteristics of the job. The Client will actively provide the Flexworker with information relating to the Risk Assessment and Evaluation (RIE) used at the company.
7. If the industrial accident or the occupational illness results in death, the Client will be obliged to reimburse damage (including the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the people referred to in that article.
8. The Client will take out sufficient insurance against liability on the grounds of the provisions in this article. At the request of the Temporary Employment Agency, the Client will provide proof of the insurance.

Article 13

Client Fee

1. The Client Fee payable by the Client to the Temporary Employment Agency is calculated on the basis of the hours worked by the Flexworker and/or (if this number is higher) the hours

which the Temporary Employment Agency can claim on the grounds of these General Terms and Conditions, the Assignment and/or other agreements. The Client Fee multiplied by the surcharge factors plus the (expense) allowances which the Temporary Employment Agency owes to the Flexworker. If the Flexworker is entitled to a reduction in working hours allowance (ADV) this will be charged separately, unless it has been agreed in writing that the ADV allowance has already been included in the Client Fee. VAT will be charged on the Client Fee, the surcharges, (expense) allowances and – if applicable – the ADV allowance. For the application of the other paragraphs of this article and Article 14, the term Client Fee will also be regarded as including the ADV allowance charged.

2. If the Remuneration for the Hiring Party is applied, at any point in time, in accordance with Article 10 of these General Terms and Conditions, the Temporary Employment Agency will (re)determine the Flexworker's remuneration and the Client Fee on the basis of the information issued by the Client regarding the job classification and Remuneration for the Hiring Party. The remuneration and the Client Fee will include all the elements of the Remuneration for the Hiring Party which are applicable to the Client.
3. In addition to the instance referred to in paragraph 2 of this article, the Temporary Employment Agency will, in any event, also be entitled to amend the Client Fee during the term of the Assignment in the event of and in accordance with:
 - an increase in the (expected) costs as a consequence of (a change to) the Collective Bargaining Agreement (CAO), the employment conditions scheme applicable to the Flexworker and/or the stipulated wages and/or change to the Remuneration for the Hiring Party and/or pension costs and/or the phase structure of the Flexworker in accordance with the Collective Bargaining Agreement (CAO);
 - an increase in the (expected) costs as a consequence of (changes in or as a consequence of) legislation and regulations, including changes in or as a consequence of the social and fiscal legislation and regulations, the Collective Bargaining Agreement (CAO) or any binding provision;
 - an increase in the (expected) costs in connection with the expenditure by the Temporary Employment Agency and/or provisions to be put in place for training, absenteeism, inactivity and/or the laying off of Flexworkers.
4. Without prejudice to the provisions in paragraphs 2 and 3 of this article, the Temporary Employment Agency has the option of indexing the Client Fee. This indexation will be based on the increase in the CBS index cao wages per hour including special remunerations for staff in the business services sector (SBI'93 70-74) between the commencement date of the Assignment and the date of indexation of the Client Fee. The Temporary Employment Agency will communicate the indexed Client Fee to the Client beforehand in writing.
5. If the (market) conditions provide urgent grounds to do so, such at the discretion of the Temporary Employment Agency, the Temporary Employment Agency will have the option, without prejudice to the provisions in paragraphs 2, 3 and 4 of this article, to adjust the Client Fee by an amount or percentage determined by the Temporary Employment Agency. The Temporary Employment Agency will inform the Client of the adjusted Client Fee in writing prior to the adjustment.
6. If changes to legislation or regulations, including social and fiscal legislation and regulations, the Collective Bargaining Agreement (CAO) or any binding provision, do not provide for any, or an incomplete, transitional regime with regard to situations which exist on the date on which these legislation or regulations come into effect and/or result (in any other way) to costs which could not be anticipated by the Temporary Employment Agency on the commencement date of the Assignment, the Temporary Employment Agency will be entitled to charge, separately from the Client Fee, the costs which are a consequence of these changes, multiplied by a factor of 1.25, to the Client and the Client will be required to pay these costs.
7. If the Flexworker's job changes during an Assignment in the sense that it overlaps with work which is classified lower, the hourly remuneration and the Client Fee will not change. However, this will not prejudice the fact that the Temporary Employment Agency and the Flexworker must have agreed to the job change in writing in advance.
8. If the remuneration has been set too low due to a circumstance which is attributable to the Client, the Temporary Employment Agency will also be entitled to determine the remuneration with retroactive effect and adjust and charge the Client Fee accordingly. The Temporary Employment Agency can also charge the Client the deficit it still has to pay and the costs which have been incurred as a consequence by the Temporary Employment Agency.

If the situation referred to gives cause to adjust the Client Fee, the adjusted Client Fee will apply as of the date that this situation occurs.

Article 14

Special minimum payment obligations

The Client is, as a minimum, obliged to pay the Temporary Employment Agency the Client Fee calculated on the basis of three hours worked each time a Flexworker is engaged (without prejudice to the other Client's obligations vis-à-vis the Temporary Employment Agency) if:

- the Flexworker reports at the agreed time and place for the execution of the temporary employment, but is not enabled by the Client to commence the temporary employment, or engages in less than three hours of temporary employment, or;
- pursuant to the Assignment the scope of the temporary employment is for less than fifteen hours per Week and the times at which the temporary employment has to be performed have not been recorded, or if the scope of the temporary employment has not been (clearly) laid down.

Article 15

Entering into an employment relationship with a Flexworker

General

1. The Client is entitled to enter into an employment relationship with a Flexworker who has been made available if and insofar as the provisions shown below in this article are fulfilled. What is more, entering into an employment relationship with a Flexworker means:

- an employment contract, an agreement to accept work and/or a commission contract between the Client and the Flexworker for the same or different work;
- the Flexworker being appointed as a functionary of the Client;
- arranging for the Flexworker to be provided to the Client by a third party (for example a different temporary employment agency) for the same or different work;
- an employment contract, an agreement to accept work and/or a commission contract between the Flexworker and a third party for the same or different work, with this third party having been designated by the Client, is linked to the Client in a group or is a subsidiary or parent company of the Client.

For the application of the provisions in this article the term Flexworker should also be read as meaning a prospective Flexworker and Client as also meaning a potential Client.

2. The Client will inform the Temporary Employment Agency in writing about its intention to enter into an

employment relationship with the Flexworker before executing that intention. The Client is familiar with the legislation and regulations relating to successive employers and accepts all resulting obligations. The Client is responsible for investigating and assessing the Flexworker's employment history. At the Client's request the Temporary Employment Agency can – insofar as permitted pursuant to (privacy) legislation and regulations – acquire information about the Flexworker's employment history. However, partly because the Temporary Employment Agency is dependent on the Flexworker in this respect, the Temporary Employment Agency cannot guarantee the accuracy and completeness of said information.

3. The Client will not enter into an employment relationship with the Flexworker as long as the temporary employment contract between Temporary Employment Agency and the Flexworker has not been legally terminated.
4. If the Client enters into an employment relationship in accordance with the provisions in this article, the Assignment between the Client and the Temporary Employment Agency will end as of the day on which said employment relationship commences.
5. If and insofar as the Client enters into an employment relationship with a Flexworker who is provided to it on the basis of an Assignment for an indefinite period of time, before said Flexworker has performed 1040 hours of work on the basis of said Assignment, the Client will owe the Temporary Employment Agency a payment amounting to 25% of the last applicable Client Fee (calculated on the basis of the agreed hours) for 1040 hours minus the hours already worked by the Flexworker in question on the basis of the Assignment.
6. If the Client enters into an employment relationship with a Flexworker who is made available to it on the basis of an Assignment for a definite period of time, the Client will owe a payment amounting to 25% of the last applicable Client Fee (calculated on the basis of the agreed hours) for the remaining term of the Assignment or, in the event of an Assignment which can be cancelled prematurely, for the period of notice not observed. The above applies on the understanding that the Client will always have to pay at least the amount referred to in paragraph 5 of this article.
7. The Client will also owe the amount referred to in paragraph 5 or paragraph 6 of this article if the Flexworker, within six months after having been provided to the Client (irrespective of whether this was based on an Assignment for a definite or indefinite period of time), applies for a job to the Client directly or via third parties, or if the Client approaches the Flexworker directly or via third parties, within six months of the Flexworker

having been provided to the Client, and the Client enters into an employment relationship with the Flexworker in question.

9. If a Client has established contact with a Flexworker in the first instance through mediation by the Temporary Employment Agency, for example because the latter was introduced to the Flexworker by the Temporary Employment Agency, and this Client enters into an employment relationship with said Flexworker within six months of the contact having been established without the Flexworker actually having been made available to the Client, the Client will owe a payment of 25% of the Client Fee, that would have applied to the Flexworker in question, if the Flexworker had actually been made available to the Client, such for a period of 1040 hours. The Client will also owe this payment if the Flexworker approaches the Client directly or via third parties and/or applies for a job to the Client which results in the Flexworker in question directly or indirectly entering into an employment relationship. In the event that the Temporary Employment Agency and the Flexworker in question have not yet reached agreement on the amounts of the gross annual salary, the Client will owe the Temporary Employment Agency an immediately due and payable amount, without any additional demand or notice of default being required, of € 25,000 excluding VAT without prejudice to the Temporary Employment Agency's right to claim full compensation.
9. The Temporary Employment Agency is entitled to determine terms and conditions which deviate from the provisions in the previous paragraphs for a particular Flexworker or for particular groups of Flexworkers.

Article 16

Timekeeping and invoicing

1. Invoicing will take place on the basis of the timekeeping method agreed with the Client and moreover on the basis of the provisions in the Assignment of these General Terms and Conditions. Unless agreed otherwise in writing, the timekeeping will be recorded digitally. If the timekeeping is not recorded digitally, the provisions in Part C of these General Terms and Conditions will continue to apply.
2. The Client will arrange correct and complete timekeeping and is obliged to ensure that the data included in relation to the Flexworker is recorded correctly and truthfully. This data will include the name of the Flexworker, the number of hours worked, overtime, irregular hours and shift work hours, the other hours on which the Client Fee is owed pursuant to the Assignment and terms and conditions, any allowances and any expenses actually incurred.

3. If the Client submits the timesheet he will ensure that the Temporary Employment Agency has received the timesheet immediately after the Week worked by the Flexworker. The Client is responsible for the way in which the timekeeping details are issued to the Temporary Employment Agency.
4. Before the Client submits the timesheet, the Flexworker will be given an opportunity to check it. If and insofar as the Flexworker disputes the data referred to on the timesheet, the Temporary Employment Agency will be entitled to determine the hours and costs in accordance with the Flexworker's statement, unless the Client can demonstrate that the data it has referred to are correct.
5. If the timekeeping takes place by means of expense forms submitted by the Flexworker, the Client will retain a copy of said forms. In the event of a difference between the expense form submitted by the Flexworker to the Temporary Employment Agency and the copy retained by the Client, the expense form submitted by the Flexworker to the Temporary Employment Agency will serve as full proof for the settlement, unless the Client submits evidence to the contrary.

Article 17

Intellectual and industrial property rights Flexworker

1. At the Client's request the Temporary Employment Agency will arrange for the Flexworker to have a written declaration signed in order to ensure or facilitate – insofar as necessary and possible – that all intellectual and industrial property rights to the results of the Flexworker's work, will be/are transferred to the Client. If, in connection with this, the Temporary Employment Agency owes a payment to the Flexworker, or has to incur costs in any other way, the Client will owe an identical payment or identical costs to the Temporary Employment Agency.
2. The Client is free to enter into an agreement with the Flexworker directly, or submit a declaration to the Flexworker for signing in relation to the intellectual and industrial property rights referred to in paragraph 1 of this article. The Client will inform the Temporary Employment Agency about its intention in this regard and will issue a copy of the corresponding agreement/declaration to the Temporary Employment Agency.
3. The Temporary Employment Agency is not liable vis-à-vis the Client for a fine or penalty which the Flexworker forfeits or any damage suffered by the Client as a consequence of the fact that the

Flexworker invokes any intellectual and/or industrial property right or the does not fulfil the obligations relating to the Temporary Employment Agency and/ or agreed with the Client.

Article 18

Confidentiality Flexworker

1. At the Client's request the Temporary Employment Agency will oblige the Flexworker to observe confidentiality regarding all that which it finds out or observes while performing the work, unless the Flexworker is subject to a statutory duty to disclose.
2. The Client is free to oblige the Flexworker directly to observe confidentiality. The Client will inform the Temporary Employment Agency about its intention in this regard and will issue a copy of the corresponding declaration/agreement to the Temporary Employment Agency.
3. The Temporary Employment Agency is not liable for a fine, penalty or any damage suffered by the Client as a consequence of a violation of the obligation to observe confidentiality by the Flexworker, irrespective of any condition agreed between the Client or the Temporary Employment Agency and the Flexworker.

Article 19

Co-determination

1. The Client is obliged to give a Flexworker who is a member of the Works Council of the Temporary Employment Agency or the Client's Works Council the opportunity to exercise a right of co-determination in accordance with the applicable legislation and regulations.
2. If the Flexworker exercises co-determination in the Client's company, the Client will also owe the Client Fee for the hours during which the Flexworker performs work during working hours or attends training in connection with the exercising of its right to co-determination.
3. The Client declares that it is aware of its information obligations on the grounds of the Works Councils Act [Wet op de ondernemingsraden] (hereinafter referred to as: WOR) concerning the (expected) deployment of Flexworkers at its company. If and insofar as the Client wishes to base the fulfilment of these information obligations on details (to be) issued by the Temporary Employment Agency, that issuing of details will not go beyond the obligation of the WOR.

Article 20

Provision of goods

1. The Client is permitted, under certain conditions, to make goods available to a Flexworker within the framework of the execution of the work. The Client is obliged to arrange adequate insurance for both the goods in question and the Flexworker as a user thereof. The Temporary Employment Agency is not liable for damage which the Flexworker causes to or with the good all which results from an incorrect or excessive use of the good. The prior written permission of the Temporary Employment Agency is required for the provision of goods which can also be used for private purposes (in particular means of transport, mobile telephones, smartphones, tablets and laptops). Conditions can be attached to this permission.
2. If the Client acts contrary to the provisions in paragraph 1 of this article and/or fails to fulfil any terms and conditions required pursuant to paragraph 1 of this article, all the resulting damage, costs and (fiscal) consequences, in the widest sense of the word, will be for the Client's account and risk. The Client will indemnify the Temporary Employment Agency in this respect.

Article 21

Obligations relating to the WAADI

1. The Client declares that it is explicitly aware of Article 8a of the Placement of Personnel by Intermediaries Act [Wet allocatie arbeidskrachten door intermediairs] (hereinafter referred to as: WAADI) and will ensure that Flexworkers have the same access to the company facilities or services at its company, in particular canteens, childcare and transport facilities, as the company's own employees in identical or similar jobs, unless the difference in treatment is justified for objective reasons.
2. The Client declares that it is explicitly aware of Article 8b of the WAADI and will ensure that vacancies that arise within its company are communicated on time and clearly to the Flexworker so that the latter has the same chance of an employment contract for an indefinite period of time as the company's own employees.
3. The Client declares that it is explicitly aware of Article 10 of the WAADI. The Temporary Employment Agency is not permitted to provide Flexworkers to the Client or to a part of the Client's company where a strike, lock-out or sit-down strike is taking place. The Client will inform the Temporary Employment Agency on time and in full about (expected)

organised or spontaneous collective activities including – but not limited to – a strike, lock-out or sit-down strike.

Part C: Digital processes

The provisions included in this part are applicable in addition to the provisions from the other parts of these General Terms and Conditions if and insofar as digital processes are used during the execution of the services as defined in Article 22 paragraph 1. In the event of contrariety between the provisions included in this part and provisions from the other parts of these General Terms and Conditions, the provisions in this part will prevail.

Article 22

Supplementary definitions relating to Digital Processes

Supplementary to and, as necessary, in deviation of the definitions referred to above in Article 1, the following terms in Part C of these General Terms and Conditions have the meanings referred to:

1. **Digital Processes:** The technical resources used by the Temporary Employment Agency during the execution of its services and to which the Client acquires (direct or indirect) access within this framework. This may take the form of internet portals, (interactive) websites, computer systems, timekeeping systems, software, interfaces (apis), applications (apps) and e-mail.
2. **Data and Files:** All information, texts, numbers, (personal) details, files, HTML codes, illustrations, formats, logos, brands, image and/or sound material, any other material, software etc. made available by or on behalf of the Temporary Employment Agency via the Digital Processes, such in the widest sense of the word, including the design, selection and classification thereof and irrespective of who issues them.
3. **User name:** The Client's e-mail address with which the Client gains access to the Digital Processes.
4. **Access Code:** A combination of letters, figures and/or punctuation marks with which the Client can gain access to the Digital Processes in combination with its User name.

Terms in the singular also relate to be plural and vice versa.

Article 23

Digital Processes and procedure

1. Digital Processes can be used for communication, data exchanges and the execution of (legal) acts (such as digital approval) within the framework of the services provided by the Temporary Employment Agency and the Client. In that case, the Temporary Employment Agency will issue the Client with a User name and Access Code, with which the Client can log in. Contrary to the provisions in Article 3:15a paragraphs 2 and 3 and Article 6:227a paragraph 1 of the Dutch Civil Code, legal acts are to be carried out via the Digital Processes and in accordance with the regulations imposed by the Temporary Employment Agency.
2. The registration of information exchanged via the Digital Processes and (legal) acts in or by means of the Digital Processes is conclusive as regards the content and the time of receipt and/or sending of the information and the (legal) acts performed.
5. The Client and the Temporary Employment Agency will each bear their own costs relating to the use and provision of the Digital Processes.
6. The Client is obliged to use the Digital Processes in accordance with the applicable legislation and regulations and the directions and instructions issued for that purpose by the Temporary Employment Agency, including any changes or additions. The Temporary Employment Agency can, at the Client's request, provide support as regards using the Digital Processes, but is not obliged to do so. In any event, the Client must first have made an effort, before contacting the Temporary Employment Agency with a request for support, to answer any queries using the directions and instructions issued.
7. If the Client does not use the Digital Processes in accordance with the directions and instructions issued, the Temporary Employment Agency will be entitled – without prejudicing its other rights – to suspend or terminate use of the Digital Processes definitively. If, in connection with its services to the Client, the Temporary Employment Agency has to incur additional costs or spend more time as a consequence of incorrect use of Digital Processes by the Client, the Temporary Employment Agency will be entitled to charge the related extra costs.

Article 24

Use

1. The Client guarantees that the User name and Access Code assigned to it will only be made known to its authorised employees. The Client is not permitted to allow third parties (not being the aforementioned authorised employees) to log in. The Client is fully liable for the use of its User name and Access Code, irrespective of whether this use takes place with or without its permission. (Legal) Acts which are performed following a login with User name and the Access Code issued to the Client are to be regarded as (legal) acts performed by the Client, even if the Client asserts that these have been carried out without permission and/or by an unauthorised third party employee.
2. The Client will inform the Temporary Employment Agency immediately about any misuse of the User name and Access Code it has been issued.
3. The Client is obliged to take suitable measures with regard to correct and uninterrupted use of, and the prevention of damage to, the Digital Processes, including the Data and Files they contain. The Client is not permitted to cause nuisance for the Employment Agencies or third parties through its use of the Digital Processes.
4. If the Temporary Employment Agency requests such, the Client will cooperate with the organisation and provision of the Digital Processes to the Client.

Article 25

Virus protection and security

1. All activities which the Client carries out via the Digital Processes must be free of viruses, worms, bots, Trojan horses or other software which work in an automated fashion, can damage Files or Data, or make them unusable or inaccessible, can delete them or appropriate them. In addition, the Client is not permitted to disrupt the Digital Processes using viruses, worms, bots, Trojan horses or other software which work in an automated fashion, can damage Files or Data, or make them unusable or inaccessible, can delete them or appropriate them.
2. The Client is obliged to ensure proper virus protection for all resources, Data and Files it uses. The Client must also protect its computer system in such a way that third parties cannot gain unauthorised access to it.

Article 26

Access to Digital Processes, malfunctions and interruptions

1. The Temporary Employment Agency will do all it can to resolve as soon as possible any technical defects,

interruptions and/or malfunctions affecting access to the Digital Processes. However, the Temporary Employment Agency cannot guarantee that its Digital Processes will be accessible at all times and without interruptions and/or malfunctions and can therefore not be held liable for damage as a consequence of technical defects, interruptions and/or malfunctions affecting access to the Digital Processes. In addition, the Temporary Employment Agency will not be liable for any detrimental interference by the Digital Processes with the system and/or the software of the Client or third parties.

2. The Temporary Employment Agency is entitled to shut down, limit and/or terminate the Digital Processes temporarily or otherwise without it being possible for it to be held liable in any way for the resulting damage.

Article 27

Intellectual property right Digital Processes

1. The Client is aware that the Digital Processes including the Data and Files contained therein are the property of the Temporary Employment Agency and/or third parties and that these are protected by the applicable legislation relating to, among other things, intellectual property rights (including copyrights, neighbouring rights, patents, databank rights and trademark rights).
2. The Temporary Employment Agency grants the Client the exclusive right to use the Digital Processes, including the Data and Files contained therein, for communication, data exchange and the performance of (legal) acts (such as digital approval) within the framework of the services provided by the Temporary Employment Agency to the Client and on behalf of its internal company processes. In the event of termination of the provision of services of the Temporary Employment Agency to the Client, the right of use will also end by operation of law. The Client is not permitted to make the Digital Processes, including the Data and Files contained therein, available to third parties in any shape or form or use them on behalf of third parties.
3. Nothing in these General Terms and Conditions in relation to the Digital Processes, including the Data and Files contained therein, is intended to grant or transfer any intellectual property right to the Client. The Client will refrain from actions which infringe any intellectual property right.
4. The Client is not permitted to delete, conceal, render legible or change any references and/or notifications relating to any intellectual property right.

5. The intellectual property rights (including copyrights, neighbouring rights, patents and trademark rights) of the Client with regard to Data and Files made available by it or on its behalf will not be transferred to the Temporary Employment Agency when made available in the Digital Processes.
6. By making Data and Files available in the Digital Processes, the Client accepts the risk that third parties will make (unlawful) use or abuse the Data and Files without the Client being able to hold the Temporary Employment Agency liable in any way.
7. The Client indemnifies the Temporary Employment Agency completely against all possible claims by third parties which result in any way from and/or are connected with:
 1. the provision and/or use of Data and Files in the Digital Processes; and/or
 2. the provision and/or the use of Client data and files.

The Client will reimburse the costs incurred by the Temporary Employment Agency in connection with such claims (including actual costs of legal assistance).

Article 28

Checks

1. In order to safeguard the quality of the Digital Processes and/or services as well as possible, the Temporary Employment Agency can have random checks carried out.
2. The Temporary Employment Agency will arrange for the aforementioned random checks to be carried out by one or more parties it selects with these third parties gaining access to the Data and Files issued via the Digital Processes. The Client acknowledges and explicitly agrees to this through the issuing of Data and Files via the Digital Processes. The Temporary Employment Agency will oblige the third parties it engages to observe confidentiality with regard to the Data and Files.

Article 29

Goods on location and goods given on loan

The following will apply to goods left at the premises of the Client or a third party designated by the Client on behalf of the Digital Processes and/or goods given on loan:

1. The Client is obliged to provide, for its own account, items such as electrical connections, network connections and an appropriate space.

- 2. The Client must ensure that the goods are maintained in accordance with the instructions for use issued.**
- 3. Damage, loss or theft of the goods given on loan are for the Client's account and risk.**
- 4. If the goods do not function properly and had to be repaired or restored, the related costs will be for the account of the Temporary Employment Agency unless:**
 - a. the Client, the Client's staff, the Flexworkers and/or third parties have used the goods in an improper and/or unauthorised manner, such at the discretion of the Temporary Employment Agency;**
 - b. the Client has carried out, or has had work carried out, on the goods without the written permission of the Temporary Employment Agency.**
- 5. Unless an earlier date has been agreed, the right of use of the goods ends with the ending of the provision of services by the Temporary Employment Agency to the Client. The Client must return the goods given on loan in good order to the Temporary Employment Agency at its own expense. If the goods given on loan are not returned to the Temporary Employment Agency, or are not returned on time, or not completely and/or not in good order, the Client will be required to pay the costs of replacing the goods.**
- 6. The goods will explicitly not become the Client's property. The Client is not authorised to pledge the goods to third parties, to encumber them in any other way, or wholly or partially transfer them to third parties.**
- 7. The intellectual property rights (including copyrights, neighbouring rights, patents, databank rights and trademark rights) relating to the goods and the corresponding know-how are vested in the Temporary Employment Agency and/or the third parties it engages.**

Part D:

Recruitment and Selection

The provisions included in this part are applicable in addition to the provisions in Part A and Part F of these General Terms and Conditions in the event of (intended) recruitment and selection as defined in Article 30 paragraph 4. In the event of contrariety between the provisions included in this part and the provisions from Part A and Part F of these General Terms and Conditions, the provisions in this part will prevail in the event of a(n) (intended) recruitment and selection.

Article 30

Supplementary definitions relating to Recruitment and Selection

Supplementary to and, as necessary, in deviation of the definitions referred to above in Article 1, the following terms in Part D of these General Terms and Conditions have the meanings referred to:

1. **Fee:** The remuneration payable by the Client to the Temporary Employment Agency after completion of the Recruitment and Selection Assignment.
2. **Candidate:** The natural person recruited and selected by the Temporary Employment Agency on the grounds of an Assignment on behalf of the Client.
3. **Assignment:** The agreement between the Client and the Temporary Employment Agency on the grounds of which the Temporary Employment Agency recruits and selects one or more Candidates.
4. **Recruitment and Selection:** The search for and contacting, on the grounds of the data issued by the Client, of suitable Candidates for a vacancy to be filled at the Client's organisation, or for work/ services to be carried out for the Client, other than through the Provision of a Flexworker to the Client in order to perform work pursuant to an Assignment issued by the Client to the Temporary Employment Agency under the management and supervision of the Client.

Terms in the singular also refer to the plural and vice versa.

Article 31

Fee

1. The payable Fee for Recruitment and Selection Assignments consists of a percentage yet to be determined of the all-in gross annual income on the basis of full-time employment of the selected Candidate as will apply between the Candidate and the Client after appointment of the Candidate. The all-in gross annual income of the selected Candidate includes all income components, such as the annual salary, holiday allowance, end of year bonuses, fixed annual gratification, profit distribution, commission, guarantee commission and the fiscal addition for goods provided (including a car). The calculation of the annual income is based on full-time employment as applies at the Client's organisation, irrespective of whether the Candidate obtains a full-time of part-time contract. The calculation of the amount of the commission or profit distribution will be based on the planned objectives being completely fulfilled. If such a calculation is impossible, an amount of € 6,000 per scheme (profit distribution and/or commission) will be added to the income.
2. In the event of there being a selected Candidate who directly starts performing work and/or services for the Client without entering the Client's (salaried) employment, the payable Fee for a Recruitment and Selection Assignment will consist of a yet to be determined percentage of the all-in fee of the Candidate for the work/services, on an annual basis and based on 40 hours per week. If such a calculation is impossible, the payable Fee will be set at an amount of at least € 7,500.
3. The Fee covers the costs of the selection procedure carried out by the Temporary Employment Agency. All additional costs, such as the travel expenses incurred by the selected Candidate(s) in connection with the meetings held with the Client, costs related to any (psychological) test and advertising costs are for the Client's account.
4. If the Assignment is retracted after the Temporary Employment Agency has proposed a selection of one or more Candidate(s) the hours already invested will be charged on the basis of a fee of € 100 excluding VAT per hour subject to a minimum of € 1,000 excluding VAT.
5. If and insofar as, contrary to expectations, no (employment) contract comes about between the Candidate and the Client, the Client will nevertheless owe the aforementioned Fee. Even in the event of termination of the (employment) contract, or services, the Client will be obliged to pay the Fee and any Fee already paid will not be refunded.

Article 32

Choice of Candidate

The Temporary Employment Agency will use its knowledge of the employment market to find a suitable Candidate for the job indicated by the Client and/or work to be performed for the Client. The Temporary Employment Agency has a duty to perform in this respect vis-à-vis the Client. The Client always decides itself whether it wants to offer a Candidate selected by the Temporary Employment Agency a(n) (employment) contract.

Article 33

Concluding a(n) (employment) contract with a proposed Candidate

The Client is not permitted to employ a Candidate offered or proposed in any way by the Temporary Employment Agency, or have said Candidate perform work directly or indirectly, within six months after the retraction, lapsing, termination or failure of the Assignment for Recruitment and Selection with regard to the proposed Candidate. In the event of violation or non-fulfilment in this respect, the Temporary Employment Agency will charge the Client an amount equal to € 25,000 excluding VAT, without prejudice to the Temporary Employment Agency's right to claim full compensation.

Part E: Scheduling and advice

The provisions included in this part apply in addition to the provisions in Part A and Part F of these General Terms and Conditions in the event of scheduling or (solicited or unsolicited) advice. In the event of contrariety between the provisions included in this part and the provisions in Part A and Part F of these General Terms and Conditions, the provisions in this part take precedence in the event of an assignment relating to scheduling or advice.

Article 34

Definitions

Supplementary to and, as necessary, in deviation of the definitions referred to in Article 1 the following terms in Part E of these General Terms and Conditions have the meanings referred to:

1. **Assignment:** an agreement between the Temporary Employment Agency and the Client relating to staff scheduling or advice.

Terms in the singular also refer to the plural and vice versa.

Article 35

Scheduling procedure

1. Before the scheduling work can be carried out for the first time, the Temporary Employment Agency and the Client will discuss the desired scheduling structure, execution and management which the Client is required to approve. Any changes in structure, execution and management requires the approval of both parties.
2. The fee payable for the schedule is laid down in the Assignment. If the Assignment does not refer to a fee, the fee referred to in the Temporary Employment Agency's offer will apply unless one of the parties can demonstrate that a different fee has been agreed. The provisions in Article 13 paragraphs 3 to 5 regarding the possibility of changing the fees apply mutatis mutandis.
3. Unless agreed otherwise in writing, the Assignment relating to scheduling will be entered into for an indefinite period of time with a period of notice applying of 14 calendar days. Cancellation must take place in writing at the end of a calendar month.

4. The Client is obliged to issue the Temporary Employment Agency with an overview of its staffing needs by the deadline set for this purpose by the Temporary Employment Agency. This overview must specify the work locations, requested qualifications, working times and any other relevant information (whether requested by the Temporary Employment Agency or otherwise).
 5. If the Assignment also includes the schedule for own staff or other people not employed via the Temporary Employment Agency, the Client is obliged to inform the Temporary Employment Agency by the deadline set for this purpose by the Temporary Employment Agency, about the availability and qualifications of these people and to issue other data required for the schedule. In the event of changes, for example as a consequence of leave or absenteeism, the Client will inform the Temporary Employment Agency accordingly on time. With regard to own staff or other people not employed via the Temporary Employment Agency, the Client will be the contact person with regard to qualifications, availability, leave and absenteeism.
 6. The schedule is to be drawn up on the basis of the overviews referred to in paragraph 3 of this article and – if applicable – the information referred to in paragraph 4 of this article. When the schedule is ready, it will be made available to the Client. The parties can agree that the Temporary Employment Agency also issues the schedule to the scheduled people or that these people are given insight in some other way without intervention by the Client. If the schedule reveals that it is likely that it will not be possible to meet the staff requirement completely for certain times or periods, the Temporary Employment Agency will inform the Client to this effect as soon as possible.
 7. If the Client does not agree to the schedule or wishes to request changes, it must inform the Temporary Employment Agency to this effect by the agreed deadline (or, if no deadline has been agreed, immediately after the schedule has been made available) so that the Temporary Employment Agency – if reasonably possible – can adjust the schedule. The absence of a timely notification from the Client will be regarded as approval by the Client of the schedule, which will then be adopted.
- Temporary Employment Agency is entitled to retract the offer up until the moment that an Assignment is formed.
2. The Assignment to provide advice ends by operation of law if and as soon as the Temporary Employment Agency has carried out the work to be performed within the framework of this Assignment. It is impossible to cancel the Assignment to provide advice.
 3. The fee payable for advice is laid down in the Assignment. If the Assignment does not refer to a fee, the fee referred to in the Temporary Employment Agency's offer will apply unless one of the parties can demonstrate that a different fee has been agreed. The provisions in Article 13 paragraphs 3 to 5 regarding the possibility of changing the fees apply mutatis mutandis. Invoicing will take place prior to the Assignment being executed on the basis of the estimate by the Temporary Employment Agency of the amount of time required to execute the Assignment. The Assignment is to be carried out after full payment of the invoice drawn up for this purpose. If it transpires that the actual time spent differs from this estimate, the Temporary Employment Agency will be entitled to invoice the difference afterwards on a monthly basis.
 4. The Temporary Employment Agency will advise the Client to the best of its ability and on the basis of the information issued by the Client. The Client will always be free to follow the advice or not. The Temporary Employment Agency can never guarantee that any objectives formulated by the Client are actually achieved.
 5. The Temporary Employment Agency is entitled to engage third parties for the execution of the Assignment to provide advice – in addition to, or instead of – its own employees. If and insofar as, in connection with the execution of the Assignment to provide advice, work is (partially) carried out at the Client's location or a location designated by the Client, the Temporary Employment Agency will not be liable for related claims by these employees or third parties and the Client will indemnify the Temporary Employment Agency accordingly.

Article 36

Advice procedure

1. If the Temporary Employment Agency makes an offer to advise, this offer will be valid until 1 month after the date on which the offer has been made or any earlier if the offer has been rejected. However, the

Part F:

General provisions

The provisions included in this part are applicable in addition to the provisions in Part A to Part E of these General Terms and Conditions. In the event of contrariety of the provisions included in this part with the provisions in Part A, Part B, Part C, Part D of Part E of these General Terms and Conditions, the provisions in the part in question will take precedence.

Article 37

Definitions

Supplementary to and, as necessary, in deviation of the definitions referred to in Article 1, the following terms in Part F of these General Terms and Conditions have the meanings referred to:

1. **Flexworker:** any natural person who, on the basis of an employment contract as referred to in Article 7:690 of the Dutch Civil Code, is provided by the Temporary Employment Agency to a client in order to perform work under the management and supervision of said client or any other natural person proposed by the Temporary Employment Agency pursuant to an assignment as referred to in Article 3 paragraph 5 of these General Terms and Conditions.
2. **Candidate:** the natural person recruited and selected by the Temporary Employment Agency on behalf of the Client on the grounds of an assignment as referred to in Article 30 paragraph 3 of these General Terms and Conditions.
3. **Assignment:** an agreement as referred to in Article 3 paragraph 5, Article 30 paragraph 3 or Article 34 paragraph 1 of these General Terms and Conditions.

Terms in the singular also refer to the plural and vice versa.

Article 38

Prevention of unacceptable discrimination

The Client and the Temporary Employment Agency will not make any distinctions based on religion, life principles, political orientation, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, or age on whatever grounds. The Client and the Temporary Employment Agency will only impose or take into consideration requirements which are relevant for the job when issuing or executing

the assignment, and in the context of the selection and treatment of Flexworkers and Candidates.

Article 39

Personal details

1. The Client will treat all registered (personal) data of a Flexworker and/or Candidate, which is to be made known before and during the Assignment by the Temporary Employment Agency, as confidential and, more particularly, process said data in accordance with the Personal Data Protection Act [Wet Bescherming Persoonsgegevens] and related legislation and regulations.
2. The Client will not demand any data from the Temporary Employment Agency which the Temporary Employment Agency is not entitled to issue. The Client is responsible for the further processing of the details which the Temporary Employment Agency issues to the Client. The Client will ensure that it will only issue personal data to the Temporary Employment Agency, or arrange for such data to be issued, if and insofar as the Client is entitled to do so.
3. The Client indemnifies the Temporary Employment Agency against any claim (by Flexworkers, Candidates, staff of clients or other third parties) vis-à-vis the Temporary Employment Agency in connection with violation of the obligations vested in the client pursuant to the provisions in paragraphs 1 and/or 2 of this article and will reimburse all related costs incurred by the Temporary Employment Agency.
4. The personal data issued by the Client to the Temporary Employment Agency will be processed in accordance with the privacy statement by USG People N.V. The processing will serve the following purposes:
 - to enable the Client to use the services of the Temporary Employment Agency;
 - to enter into and maintain a trade relationship with the Client;
 - to agree assignments and/or execute them or have them executed;
 - to inform the Client about our services and other activities (for example via e-mail, newsletters and company magazines) and to be able to submit bids to the Client;
 - to fulfil applicable legislation and regulations;
 - to grant the Client access and enable the Client to use closed web environments, portals and Intranet environments;
 - to inform the Client about the products and/or services of partners carefully selected by the Temporary Employment Agency through the placement of relevant information on our websites or by including relevant information in newsletters, company magazines and the like.

The Temporary Employment Agency is entitled to change the privacy statement, including the processing purposes. The most recent privacy statement can be consulted on the website of the Temporary Employment Agency and always takes precedence.

Article 40

Client's duty to verify and retain

The Client declares that it is aware of the legislation and regulations concerning establishing the identity of people employed at its company. The Client is obliged to determine the identity of every person working for it (including Flexworkers and Candidates) and will therefore carry out a careful check of an original identity document as referred to in Article 1 under 1 to 3 of the Compulsory Identification Act [Wet op de Identificatieplicht]. The Client is also obliged to establish whether the person is entitled to perform work in the European Netherlands. If the person is a foreign national as referred to in Article 15 of the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen], the Client must add a copy of the person's identity document in its records.

Article 41

Information and confidentiality

1. The Client is obliged to provide the Temporary Employment Agency free of charge with all the necessary information and also to cooperate as reasonably demanded by the Temporary Employment Agency to enable the Temporary Employment Agency to carry out the Assignment and/or other agreement properly.
2. Unless agreed otherwise in writing, the Temporary Employment Agency will be entitled to use the Client's (trade) name and/or its logos during or on behalf of the recruitment of candidates.
3. Information which the Temporary Employment Agency provides to the Client free of charge, other than in an Assignment, other agreement or invoice, such as presentations, reports and suggestions are exclusively intended for information purposes only. No rights can be derived from the accuracy and/or completeness of said provision of information.
4. The Temporary Employment Agency and the Client will not issue any confidential information from or about the other party, its activities and relationships, which has come to their attention pursuant to or in connection with the Assignment, to third parties, unless – and then insofar as – said information has to be issued in order to carry out the

Assignment properly or if a statutory duty to publish is vested in one of them.

Article 42

Duty of best endeavours and liability of Temporary Employment Agency

1. The Temporary Employment Agency is obliged to make an effort to execute the Assignment and/or other agreements properly. If and insofar as the Temporary Employment Agency does not fulfil this obligation, the Temporary Employment Agency will, with due regard for the provisions referred to below in paragraphs 2 and 3 and elsewhere in these General Terms and Conditions, the Assignment and/or other agreements, be obliged to pay the resulting direct damage suffered by the Client, provided the Client submits a corresponding written complaint as soon as possible, but no later than 14 days after said damage arises or has become apparent to the Temporary Employment Agency and also demonstrates that the damage is the direct consequence of an attributable failure on the part of the Temporary Employment Agency.
2. The Temporary Employment Agency is in all cases excluded from liability for indirect damage, including consequential damage, lost profits, missed savings, penalties, image related damage and damage due to operational delays.
3. Any liability of the Temporary Employment Agency resulting from these General Terms and Conditions, the Assignment and/or other agreements and/or the law is limited to the Client Fee charged by the Temporary Employment Agency to the Client for the execution of the Assignment, such for the agreed term of the Assignment up to a maximum of three months and – in the event of an assignment to provide a Flexworker – the agreed number of working hours. The maximum amount to be paid out by the Temporary Employment Agency will never exceed € 100,000 per calendar year.

Article 43

Payment and the consequences of non-payment

1. If the Temporary Employment Agency is a company other than Start People B.V. or Start People Zuivel B.V., the Temporary Employment Agency must be regarded as having charged Start People B.V. with the task of invoicing and collecting monies in the name of Start People B.V. Insofar as necessary, the Client is regarded as having agreed to this. Unless the Temporary Employment Agency is Start People

Zuivel B.V., the Temporary Employment Agency will be defined as Start People B.V. behalf of this article and Article 44.

2. Invoicing must take place by post or digitally. The Client is obliged to pay each invoice submitted by the Temporary Employment Agency within 14 calendar days of the invoice date.
3. If an invoice is not paid by the applicable deadline, the Client will be in default from that moment and without notice of default being required by operation of law and will owe interest of 1% per calendar month, whereby part of a month will be charged as a full month. The copy retained by the Temporary Employment Agency of the invoice sent by the Temporary Employment Agency serves as full proof of the payability of the interest and the day on which the interest charging starts.
4. If, despite repeated reminders, the Client is still in default in relation to the payment of an invoice, the (remaining) payment period of invoices dated after the date of the invoice in relation to which the Client is in default is 0 days from that moment – in deviation of the provisions in paragraph 2 of this article. These invoices are therefore immediately due and payable.
5. The Client is not permitted to suspend or set off payments.
6. Only payments to the Temporary Employment Agency or a third party designated by the Temporary Employment Agency in writing will have a discharging effect. Payments to Flexworkers or the issuing of advances to Flexworkers are non-binding and can never constitute grounds for the paying off of a debt or settlement.
7. Objections relating to any invoice must, upon penalty of lapsing of rights, have been submitted to the Temporary Employment Agency within 14 calendar days of the invoice date in writing along with an accurate statement of reasons. The burden of proof concerning timely submission of the objection lies with the Client.
8. In the event that an invoice does not correspond with the Client's administrative records relating to the services performed by the Temporary Employment Agency and the Client submits an objection on time in accordance with the provisions in paragraph 7 of this article, the parties will immediately consult after receipt of the objection. In anticipation of the outcome of that consultation, the Client will pay the undisputed part of the invoice to the Temporary Employment Agency within 14 days after the date on the invoice. As soon as the Client and the Temporary Employment Agency reach agreement about said invoice, they will set off the remaining invoice amount within 8 days. If the Client and the Temporary Employment Agency fail to reach agreement within 14 days after the invoice due date, the Temporary Employment Agency will be entitled to collect the invoice and the provisions in paragraph 3 of this article will continue to apply mutatis mutandis.
9. If the Client's financial position and/or the payment behaviour gives cause to do so, such at the discretion of the Temporary Employment Agency, the Client will be obliged to issue an advance in response to a written request by the Temporary Employment Agency and/or provide sufficient security by means of a bank guarantee, right of pledge or in any other way, for its obligations vis-à-vis the Temporary Employment Agency. Security can be requested for both existing and future obligations, while an advance can only be requested for future obligations. The scope of the requested security and/or the requested advance must be proportionate to the scope of the obligations of the client in question. If the Client does not issue the aforementioned advance or does not provide the requested security by the deadline set by the Temporary Employment Agency, the Client will therefore be in default without any additional notice of default being required and the Temporary Employment Agency will consequently be entitled to suspend execution of all its obligations or cancel all Assignments and/or other agreements with the Client without being obliged vis-à-vis the Client to pay compensation in connection with this suspension or cancellation. All claims by the Temporary Employment Agency will become immediately due and payable as a consequence of the cancellation.
10. All judicial and extrajudicial (collection) costs, which the Temporary Employment Agency incurs as a consequence of the non-fulfilment by the Client of its obligations on the grounds of this article or any other obligation are entirely for the Client's account. The remuneration related to extrajudicial costs is to be fixed at 15% of the payable principal sum including VAT and interest (with a minimum applying of € 2,500 per claim), unless the Temporary Employment Agency has demonstrably incurred higher costs. The fixed remuneration will always be payable by the Client as soon as the Client is in default and will be charged without any additional proof being necessary.

Article 44

Self-billing and pro forma invoicing

Self-billing means the issuing by the Client of an invoice to the Temporary Employment Agency. Pro forma invoicing means the issuing in advance by the Client of a pro forma invoice to the Temporary Employment Agency,

followed by an invoice from the Temporary Employment Agency to the Client. The provisions in the following paragraphs of this article only apply supplementary to the provisions in Article 43 of these General Terms and Conditions if and insofar as the Client and the Temporary Employment Agency have agreed self-billing or pro forma invoicing in writing:

1. The Client will send the Temporary Employment Agency a weekly invoice relating to the previous week, which corresponds to the data of the time registration.
2. An invoice relating to Assignments must, in any event, state:
 - the name of the Flexworker;
 - the week in which the Flexworker has worked;
 - the hourly rate;
 - the hours worked;
 - (expense) allowances;
 - if charged separately: Reduction of working hours (ADV) allowance;
 - the total amount per Flexworker;
 - the VAT and the total amount charged.
3. The Temporary Employment Agency will check the invoice. The Temporary Employment Agency will then inform the Client as to whether the invoice corresponds to the data in the time registration and fulfils the provisions in paragraph 2 of this article. If the invoice does not correspond to the data of the time registration and/or does not fulfil the provisions in paragraph 2 of this article, the Client will ensure that the invoice is adjusted in such a way that it does correspond to the data of the time registration and fulfils the provisions in paragraph 2 of this article and that the adjusted invoice is sent to the Temporary Employment Agency no later than in the week in which the Temporary Employment Agency has informed the Client accordingly.
4. If pro forma invoicing is agreed, the Temporary Employment Agency will send the Client, following receipt of the correct pro forma invoice, an identical invoice for the total amount with a reference to the week number in question.
5. If and insofar as the Client does not fulfil its obligations to send invoices as referred to in paragraphs 1 to 3 of this article, the Temporary Employment Agency will be entitled to proceed to invoice the Client without having received an invoice. If the invoice has to refer to data, with regard to which the Temporary Employment Agency is dependent on information from the Client and the Client fails to issue this information on time and/or completely to the Temporary Employment Agency, the Temporary Employment Agency will be entitled to send the invoices to the Client without stating this data. The invoice will then be regarded as complete.

Article 45

Liability of the Client

If the Client does not fulfil the obligations which result for it from these General Terms and Conditions, Assignments and/or other agreements, or does not do so properly, it will be obliged to compensate all the resulting damage suffered by the Temporary Employment Agency (including all costs of legal assistance and fines), without prior notice of default being required and it must indemnify the Temporary Employment Agency accordingly as necessary. This does not prejudice the fact that the Temporary Employment Agency can bring any other action, such as invoking dissolution. The provisions in this Article are generally applicable both - if necessary supplementary - with regard to issues whereby the duty to compensate is already laid down separately in these General Terms and Conditions, Assignments and/or other agreements and with regard to issues whereby this is not the case.

Article 46

Applicable law and choice of forum

1. These General Terms and Conditions and all related bids, assignments and other agreements are exclusively subject to Dutch law.
2. All disputes which result from, or are connected with, a legal relationship between the parties to which these General Terms and Conditions apply will, in the first instance be exclusively settled by the competent court or district court for the Central Netherlands.

Article 47

Final provisions

1. If one or more provisions of these General Terms and Conditions become invalid or null and void, the remaining provisions of these General Terms and Conditions, Assignments and/or other agreements will continue to apply. The provisions which are not legal or cannot be applied legally will be replaced by provisions which link up as much as possible with the purport of the provisions to be replaced.
2. The Temporary Employment Agency is entitled to transfer its rights and obligations on the grounds of the Assignment, these General Terms and Conditions and/or other agreements to a third party and use subsuppliers for the execution of its services. The Client is not permitted to transfer its rights and obligations on the grounds of the Assignment, these General Terms and Conditions and/or other agreements to a third party. This prohibition has a property law effect.

- 3. Dissolution must take place in writing and by registered post with reference to the grounds on which this dissolution is based. Dissolution will not result in obligation to undo commitments. The Temporary Employment Agency does not have to compensate the Client in any way for the consequences of dissolution**

- 4. In the event of exceptional circumstances (such as changes in legislation and regulations and in CAOs), irrespective of whether these could have been anticipated or not, which mean that the Temporary Employment Agency cannot reasonably be expected to carry out the Assignment and/or other agreement under the same terms and conditions, the Temporary Employment Agency will be entitled to amend or cancel the Assignment and/or other agreement with immediate effect without this resulting in any liability for compensation vis-à-vis the Client due to said amendment or cancellation.**

