

GENERAL TERMS AND CONDITIONS

For the provision of employees

Effective 1 January 2020

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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 5 December 2019 under number 263/2019 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 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 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 Client and the temporary employment agency. Given that the flexworker actually works for Client, Client is responsible for instructions and supervision at the workplace. 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 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 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 to the same remuneration as one of 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, working under physically demanding circumstances, 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 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 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).

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 Client is responsible for this work and for safety in the workplace. As regards safety, the Working Conditions Act [Arbeidsomstandighedenwet] stipulates that 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

Time recording forms the basis for payment to the flexworkers and our invoicing to you. Usually, time recording will take place digitally and you will receive summaries via our internet portal. You will be responsible for the correctness of the time recording and for checking and approving the flexworker's timesheet so that we know that it is correct and so that the wages can be paid to the flexworker. If, however, USG People arranges the planning for you, the time recording will be based on that planning.

It is important that you check and, where necessary, correct this planning (and the associated time recording) within 3 (three) days of the end of the working week to which the summary relates, failing which

we will assume that the time recording as presented is correct and payment of wages and invoicing will be based thereon. If USG People also arranges the planning, we will request you actively to approve the planning realised in good time.

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 and you 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.

The use of the digital processes, particularly the internet portal, will be governed by the User Conditions. The applicable User Conditions can be viewed on www.usgpeople.nl.

Clarification to Part D (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.

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.

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. In addition to the planning of the Flexworkers, we can also 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.

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 to 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: Easy Way Flex B.V. or Secretary Plus Direct Team B.V. or Secretary Plus Management Support B.V. or the subsidiary established in the Netherlands of Start Holding B.V. or Unique Nederland Beheer B.V., not being one of the following companies: KLV Professional Match B.V. or USG Restart (Partner) B.V.
5. Request: a written request submitted by the Client to the Temporary Employment Agency to bring about an Assignment in accordance with the conditions set forth in the Request.

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 Client, and to all legal activities aimed at the formation thereof, including bids, proposals, offers and quotations.
2. Any of 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.

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. CAO remuneration: the CAO remuneration as defined in the ABU Collective Bargaining Agreement (ABU-CAO).
2. ABU Collective Bargaining Agreement (ABU-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 ABU-CAO.

5. Assignment: the agreement between Client and the Temporary Employment Agency on the grounds of which a single Flexworker is provided to Client by the Temporary Employment Agency to perform work under the management and supervision of Client or a third party designated by Client, in return for payment of the Client Fee.
6. Client Fee: the fee payable by 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/or in the ABU-CAO, implying that the employment contract legally ends due to the end of the Provision of the Flexworker by the Temporary Employment Agency to Client at Client's request (Article 7:691 paragraph 2 of the Dutch Civil Code).
10. On-call agreement: the employment agreement entered into between the Flexworker and the Temporary Employment Agency under which:
 - (i) the scope of the work is not recorded as a number of hours per maximum time unit of:
 - a. one month; or
 - b. one year and the Flexworker's entitlement to wages is equally spread over that time unit; or
 - (ii) the Temporary Employment Agency can successfully rely on exclusion of the duty to continue payment of wages pursuant to the law or the ABU-CAO.
11. 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.

3. The Flexworker made available on the basis of the Assignment will be provided by the Temporary Employment Agency to the Client on a non-exclusive basis, unless agreed otherwise in writing. The Temporary Employment Agency's services will not include Payrolling (services).
4. The Temporary Employment Agency, in its role as the employer, will be free to organise or adjust the employment agreement with the Flexworker in accordance with its own wishes.

End of the Assignment

5. An Assignment for an indefinite period of time ends by means of written cancellation with due regard for a period of notice equal to the statutory notice period to be observed by the Temporary Employment Agency plus three calendar months, unless another period of notice has been agreed in writing. Cancellation must take place in writing at the end of a calendar month.
6. An Assignment for a definite period of time cannot be cancelled prematurely, unless otherwise agreed in writing. Cancellation must in all events take place in writing at the end of a calendar month.
7. 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 Client, on which the cancellation is based, will include the request by 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 Client as a result. The Temporary Employment Agency's claims will be immediately due and payable as a consequence of the cancellation.

8. If the Assignment ends on Client's initiative (including the non-continuation of an Assignment for a definite period of time) Client will cooperate, at the request of the Temporary Employment Agency, with the written assessment of whether it is likely that Client will ask the Temporary Employment Agency to make the Flexworker provided for the Assignment available again for the same, comparable or next-higher level of activities within a period of 26 weeks after the end date of the Assignment.
9. 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, Client must inform the Temporary Employment Agency by no later than 8 weeks before the Assignment end date. In the event of an Assignment for an indefinite period of time, Client must inform the Temporary Employment Agency by no later than 5 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

10. The end of the Assignment means the end of the Provision. Termination of the Assignment by Client implies a request by 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.
11. If the Temporary Employment Clause applies between the Flexworker and the Temporary Employment Agency, the Assignment and, thus, the Provision will end at Client's request:
 - (i) at the time at which the Flexworker states that it is unable to perform the work due to incapacity;
 - (ii) at the time at which the Flexworker has not been provided to the Client for a period of four weeks, with retroactive effect until the date of the last provision.Insofar as necessary, Client will be regarded as having made this request. If asked to do so, Client will confirm this request in writing to the Temporary Employment Agency.
12. 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 Client, nor is it liable for any damage 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 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 ABU-CAO and the dismissal guidelines applicable in the temporary employment sector. Client will only reject such a proposal if there are reasonable grounds. If asked to do so, 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 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 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 Client nor will it be obliged to compensate any damage or costs to Client, if the Provision of a (replacement) Flexworker ends or if it is not providing, or cannot provide, the (replacement) Flexworker to 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. 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. 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 ABU-CAO.

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

3. If Client is not entitled to suspend the Provision temporarily, but Client temporarily has no work for the Flexworker or cannot assign the Flexworker to a post, 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, Client will issue to the Temporary Employment Agency a Request in any event including 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 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 Client for the execution of the Assignment. 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 Client and is not obliged to compensate for any damage if, prior to a possible Assignment, the contacts between Client and the Temporary Employment Agency, including a concrete application by Client for a Flexworker to be provided, do not result, or do not result by the deadline desired by 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 Client, unless 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 Client are to be recorded in the Assignment, or agreed otherwise. Ultimately before the duration of the Provision of a Flexworker (whether or not including provision through other temporary employment agencies) to the Client has continued for 51 weeks, the Parties will consult on a (suitable) offer in terms of a (fixed) scope of employment for the Flexworker.
2. The Flexworker's working times, working hours, breaks and rest times are equal to Client's usual times and hours, unless agreed otherwise in writing. Client guarantees that the Flexworker's working hours and the break and working times comply with the statutory requirements. Client will ensure that the Flexworker does not exceed the legally permitted working times and the agreed work time.
3. In respect of a Flexworker provided to the Client working on the basis of an employment agreement the scope of work under which has been fixed as a number of hours per week or another period, the Parties will jointly arrange that the Flexworker be given the opportunity actually to work such number of hours. In the event of an Assignment of a repetitive nature, the Client will be required, in consultation with the Flexworker, to determine how these hours can best be allocated.

4. The Client will deploy the Flexworker for the full number of hours agreed with the Temporary Employment Agency. If the Client temporarily has no, or less, work for the Flexworker or is unable to deploy the Flexworker, the full Client Fee will remain due by it for the remainder of the term of the Assignment for the agreed number of hours or – in the absence of a clear arrangement – the usual number of working hours.
5. The Flexworker's holiday and leave are to be arranged in accordance with the law, the ABU-CAO and the employment conditions scheme applicable to the Flexworker.
6. 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 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 Client and the Temporary Employment Agency and agreed upon commencement of the Assignment. Client will still be required to pay the Client Fee for these periods unless such is agreed otherwise in writing.
7. 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 Client as hours worked.
8. If 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 Client as hours worked.

Article 9 Company closures and obligatory days off

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, Client must inform the Temporary Employment Agency immediately after such has become known. If 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, 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 ABU-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 Client.
2. The Client will be required, before commencement of the Assignment and also at the first request of the Temporary Employment Agency, to issue to the Temporary Employment Agency a complete and correct description of the job to be performed by the Flexworker, 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), as well as any derogating terms of employment (for example in the event of Provision of a Flexworker to a construction company). The foregoing obligation will also apply if the Client provides the Flexworker to a third party with the consent of the Temporary Employment Agency.
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, 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, whether or not with retroactive effect, 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 ABU-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. Client will owe the Temporary Employment Agency this adjusted fee including the associated (administrative and internal) costs for the Temporary Employment Agency, from the moment the actual job is carried out.

4. 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, any derogating terms of employment, 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 CAO remuneration.
6. Overtime, shift work, work at/on special times or days (including public holidays) and/or cancelled or changed hours are to be remunerated in accordance with the Remuneration for the Hiring Party or will be charged on to Client in accordance with the CAO remuneration.
7. 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 Client's staff and charged on to Client.
8. 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, Client is not permitted to pay any remunerations or amounts to the Flexworker. If Client pays remunerations and/or amounts to the Flexworker, Client will be obliged to deduct all wage tax and social insurance contributions payable on those remunerations and/or amounts. Client will then reimburse the Temporary Employment Agency and its affiliated companies 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.

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, Client will behave towards the Flexworker in the same careful way as it is obliged to behave towards its own employees.
2. 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 Client to the Temporary Employment Agency.
3. 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 and the Flexworker have agreed such beforehand in writing. Such an agreement can be made subject to conditions.
4. 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 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:
 - Client agrees with the third party that the third party is familiar with and accepts 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 Client itself;

- Client will continue – without prejudice to the above provisions – to be liable vis-à-vis the Temporary Employment Agency for a failure to fulfil Client's obligations on the grounds of these General Terms and Conditions, the Assignment and any other agreements;
 - Client is liable for and indemnifies the Temporary Employment Agency and its affiliated companies 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;
 - Client agrees with the third party in writing that the third party will not make the Flexworker available to another third party; and
 - Client will fulfil its statutory obligations as party hiring out relating to the provision of the Flexworker.
- 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 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 Client indemnifies the Temporary Employment Agency and its affiliated companies in this respect.
 7. 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 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 Client or those third parties or otherwise.
 10. Client is liable for, and indemnifies the Temporary Employment Agency and its affiliated companies against, any claim by third parties and/or the Flexworker vis-à-vis the Temporary Employment Agency and its affiliated companies 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 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.

Article 12 Working conditions

1. Client declares that it is aware of the fact that he is designated as employer in the Working Conditions Act.
2. 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 health, safety and wellbeing in the workplace and good working conditions in general.
3. Client is obliged demonstrably 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. Client will actively provide the Flexworker with information relating to the Risk Assessment and Evaluation (RIE) used at the company.
4. If the Flexworker is involved in an industrial accident or suffers an occupational illness, 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. 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. Client will indemnify the Temporary Employment Agency and its affiliated companies against claims by the Flexworker for compensation of damage (including costs of legal assistance) suffered within the framework of the execution of its work. Client will reimburse the Flexworker for the aforementioned damage (including costs of legal assistance), if and insofar as 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, 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.
7. If the industrial accident or the occupational illness results in death, 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. 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, Client will provide proof of the insurance.

Article 13 Client Fee

1. The Client Fee payable by 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 will be multiplied by the surcharge factors plus the (expense) allowances which the Temporary Employment Agency owes to the Flexworker and which have been invoiced to the Client. 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 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 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 ABU-CAO, the employment conditions scheme applicable to the Flexworker and/or the stipulated wages and/or change to the Remuneration for the Hiring Party or CAO Remuneration and/or pension costs and/or the phase structure of the Flexworker in accordance with the ABU-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 ABU-CAO, any binding provision or in the event of a change in the Temporary Employment Agency's public-law or private-law insurance position;
 - 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.

If the situation referred to gives cause to adjust the Client Fee, the adjusted Client Fee will apply (with retroactive effect) as of the date that this situation occurs, all at the discretion of the Temporary Employment Agency.

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 2008) 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 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 ABU-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, all costs which are a consequence of these changes 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 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 Client the deficit it still has to pay and the costs which have been incurred as a consequence by the Temporary Employment Agency.
9. In the event of revocation of the Assignment by the Client (or is cancelled for any other reason attributable to the Client), the Client will pay the Temporary Employment Agency the hours already invested by the Temporary Employment Agency at a rate of € 100 excluding VAT per hour, unless agreed otherwise in writing.

Article 14 Special minimum payment obligations

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 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, there is an On-Call Agreement, 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.

Entering into an employment relationship with a Flexworker not being a special Flexworker

5. To the extent that the relevant Flexworker is not a special Flexworker as defined in paragraph 10 of this article, the following provisions (paragraphs 6-9) will apply.
6. 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 1560 hours of work on the basis of said Assignment, the Client will owe the Temporary Employment Agency a payment amounting to 35% of the last applicable Client Fee (calculated on the basis of the agreed hours) for 1560 hours minus the hours already worked by the Flexworker in question on the basis of the Assignment.
7. 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 35% 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 6 of this article.
8. The Client will also owe the amount referred to in paragraph 6 or paragraph 7 if the Flexworker, within twelve 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 twelve 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 35% 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 1560 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.

Entering into an employment relationship with a special Flexworker

10. A Flexworker, introduced, brokered or provided by or through a specialist label of the Temporary Employment Agency, such as Start People Transport, Start People Medi Interim, Start People Techniek, KLV, ASA Professionals, Unique Nederland to the extent acting under the name of 'Technicum', Unique Multilingual, Unique Finance, and/or Unique Executive, as well as for a Flexworker intended to perform work in job grades 8 or higher according to the ABU-CAO, hereinafter to be referred to as a 'special Flexworker', will, in lieu of the provisions of paragraphs 5-9 of this article, be subject to the provisions of the following paragraphs (11-14) of this article, unless agreed otherwise in writing between the Temporary Employment Agency and the Client.
11. If and to the extent that the Client enters into an employment relationship with a special Flexworker who is provided to it on the basis of an Assignment for an indefinite period of time, before said special Flexworker has performed 2080 hours of work on the basis of said Assignment, the Client will owe the Temporary Employment Agency a payment amounting to 40% of the last applicable Client Fee (calculated on the basis of the agreed hours) for 2080 hours minus the hours already worked by the special Flexworker in question on the basis of the Assignment.
12. If the Client enters into an employment relationship with a special Flexworker who has been provided to it on the basis of an Assignment for a definite period of time, the Client will owe a payment amounting to 40% 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 terminated 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 11 of this article.
13. The Client will also owe the amount referred to in paragraph 11 or paragraph 12 if the special Flexworker, within twelve 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 special Flexworker directly or via third parties, within six months of termination of the Provision to the Client, and the Client enters into an employment relationship with the relevant special Flexworker.
14. If a Client has established contact with a special Flexworker in the first instance through the intermediary services of the Temporary Employment Agency, for example because the special Flexworker was introduced to the Client by the Temporary Employment Agency, and this Client enters into an employment relationship with said special Flexworker within twelve months of the contact having been established without the Flexworker actually having been provided to the Client, the Client will owe a payment of 40% of the Client Fee that would have applied to the special Flexworker if the Provision had been brought about, such for a period of 2080 hours. The Client will also owe this payment if the special Flexworker approaches the Client directly or via third parties and/or applies for a job to the Client which results in the special Flexworker in question directly or indirectly entering into an employment relationship. In the event that the parties had not yet reached agreement on the amount of the Client Fee and the number of hours to be worked, the Client will owe the Temporary Employment Agency an immediately payable lump sum, 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.

Article 16 Timekeeping and invoicing

1. Invoicing will take place on the basis of the timekeeping method agreed with 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. If certain information is to be stated in the invoice, for which the Temporary Employment Agency depends on the Client, and the Client fails punctually and/or fully to provide such information to the Temporary Employment Agency, the Temporary Employment Agency will be entitled to send the invoices to the Client without stating such information and the invoice will be deemed to be complete.

3. Any other costs may be invoiced by the Temporary Employment Agency in accordance with the procedure agreed between the parties or the provisions of these General Terms and Conditions.
4. 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.
5. If the Client supplies the timesheet or is to verify the hours entered by the Flexworker before the Temporary Employment Agency will pay and invoice the relevant hours, it will ensure that it will verify the correctness and completeness of the timesheet and, where necessary, supplement and correct same, not later than 12:00 noon on the Wednesday following the end of the Week to which the timesheet or verification relates. The Client will thereby take into account any shifted hours or hours cancelled (by the Flexworker). The Client will be deemed to have approved a timesheet, and will not be able to correct such timesheet at a later stage, except with the consent of the Temporary Employment Agency, if it has failed to correct and approve a timesheet presented to it (in accordance with the foregoing provisions) in good time. In such event, the Temporary Employment Agency will pay the Flexworker and invoice the Client, and the Client will be required to pay the hours invoiced to the Temporary Employment Agency.
6. If, in any given week, the Provision of a Flexworker commences on a Sunday, the Temporary Employment Agency may opt to allocate the hours worked on such Sunday to the Week following the relevant Sunday.
7. Before 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.
8. At the request of the Temporary Employment Agency, the Client will provide access to the Client's original time recording and provide the Temporary Employment Agency with copy thereof.
9. If the timekeeping takes place by means of expense forms submitted by the Flexworker, 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 Client, the expense form submitted by the Flexworker to the Temporary Employment Agency will serve as full proof for the settlement, unless Client submits evidence to the contrary.
10. If a Flexworker has been provided to the Client on the basis of an On-Call Agreement, the working times planned for the work to be performed by the Flexworker may be changed or cancelled by the Client free of charge up to four calendar days prior to such working times. In the event of change or cancellation within four calendar days prior to the original working times, the Temporary Employment Agency will be entitled to charge the Client for such change or cancelled hours.

Article 17 Intellectual and industrial property rights Flexworker

1. At 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 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, Client will owe an identical payment or identical costs to the Temporary Employment Agency.
2. 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. 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 Client for a fine or penalty which the Flexworker forfeits or any damage suffered by 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 Client.

Article 18 Confidentiality Flexworker

1. At 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. Client is free to oblige the Flexworker directly to observe confidentiality. 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 Client as a consequence of a violation of the obligation to observe confidentiality by the Flexworker, irrespective of any condition agreed between Client or the Temporary Employment Agency and the Flexworker.

Article 19 Co-determination

1. Client is obliged to give a Flexworker who is a member of the Works Council of the Temporary Employment Agency or 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 Client's company, 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. 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 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. Client is permitted, under certain conditions, to make goods available to a Flexworker within the framework of the execution of the work. 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 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 Client's account and risk. Client will indemnify the Temporary Employment Agency and its affiliated companies in this respect.

Article 21 Obligations relating to the WAADI

1. Client declares that it is explicitly aware of Article 8b 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. Client declares that it is explicitly aware of Article 8c 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. Client declares that it is explicitly aware of Article 10 of the WAADI. The Temporary Employment Agency is not permitted to provide Flexworkers to Client or to a part of 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, failing which it will indemnify the Temporary Employment Agency and its affiliates against any third-party claims in that respect.

4. The Client expressly declares to be aware of Article 12a of the WAADI. Before commencement of the provision, the Client will provide written or electronic information to the Temporary Employment Agency on the terms of employment.

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 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:** Client's e-mail address with which Client gains access to the Digital Processes.
4. **Access Code:** A combination of letters, figures and/or punctuation marks with which 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 Client. In that case, the Temporary Employment Agency will issue Client with a User name and Access Code, with which Client can log in. Legal acts are – whether or not in derogation of the relevant statutory provisions - 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.
3. The Temporary Employment Agency will be free, in connection with its services, to change the nature of the Digital Processes, for example by using different software or a different (time recording) system. In such event, the Temporary Employment Agency will not be liable for any costs or damages incurred or sustained by the Client in that respect.

Article 24 Use

1. Client guarantees that the User name and Access Code assigned to it will only be made known to its authorised employees. Client is not permitted to allow third parties (not being the aforementioned

authorised employees) to log in. 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 Client are to be regarded as (legal) acts performed by Client, even if Client asserts that these have been carried out without permission and/or by an unauthorised third party employee.

2. Client will inform the Temporary Employment Agency immediately about any misuse of the User name and Access Code it has been issued.
3. 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. 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, Client will cooperate with the organisation and provision of the Digital Processes to Client.
5. Client and the Temporary Employment Agency will each bear their own costs relating to the use and provision of the Digital Processes.
6. 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 Client's request, provide support as regards using the Digital Processes, but is not obliged to do so. In any event, 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 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 Client, the Temporary Employment Agency has to incur additional costs or spend more time as a consequence of incorrect use of Digital Processes by Client, the Temporary Employment Agency will be entitled to charge the related extra costs.

Article 25 Virus protection and security

1. All activities which 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, 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. Client is obliged to ensure proper virus protection for all resources, Data and Files it uses. 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 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. 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 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 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 Client, the right of use will also end by operation of law. 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 Client. Client will refrain from actions which infringe any intellectual property right.
4. 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, Client accepts the risk that third parties will make (unlawful) use or abuse the Data and Files without Client being able to hold the Temporary Employment Agency liable in any way.
7. Client indemnifies the Temporary Employment Agency and its affiliated companies completely against all possible claims by third parties which result in any way from and/or are connected with:
 - i. the provision and/or use of Data and Files in the Digital Processes; and/or
 - ii. the provision and/or the use of Client data and files.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. 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 Client or a third party designated by Client on behalf of the Digital Processes and/or goods given on loan:

1. Client is obliged to provide, for its own account, items such as electrical connections, network connections and an appropriate space.
2. 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 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. Client, 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. 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 Client. 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, Client will be required to pay the costs of replacing the goods.
6. The goods will explicitly not become Client's property. 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 D 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. Recruitment and Selection Fee: The remuneration payable by 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 Client.
3. Assignment: The agreement between 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 Client, of suitable Candidates for a vacancy to be filled at Client's organisation, or for work/services to be carried out for Client, other than through the Provision of a Flexworker to Client in order to perform work pursuant to an Assignment issued by Client to the Temporary Employment Agency under the management and supervision of Client.

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

Article 31 Recruitment and Selection Fee

1. The payable Recruitment and Selection 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 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 Client's organisation, irrespective of whether the Candidate obtains a full-time or 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 Client without entering the Client's (salaried) employment, the payable Recruitment and Selection 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 Recruitment and Selection Fee will be set at an amount of at least € 7,500.

3. The Recruitment and Selection 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 Client, costs related to any (psychological) test and advertising costs are for 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 Client, Client will nevertheless owe the aforementioned Recruitment and Selection Fee. Even in the event of termination of the (employment) contract, or services, Client will be obliged to pay the Recruitment and Selection Fee and any Recruitment and Selection 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 Client and/or work to be performed for Client. The Temporary Employment Agency has a duty to perform in this respect vis-à-vis Client. 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

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 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 Client will discuss, and record in writing, the desired scheduling structure, execution and management which 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 one calendar month. Cancellation must take place in writing at the end of a calendar month.
4. Client is obliged to issue the Temporary Employment Agency with an overview of its staffing needs upon request 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, 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, 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, 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 4 of this article and – if applicable – the information referred to in paragraph 5 of this article. When the schedule is ready, it will be made available to 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 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 Client to this effect as soon as possible.
7. If 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 Client will be regarded as approval by Client of the schedule, which will then be adopted. Any change requests will be subject to the provisions of article 16, paragraph 8, of these General Terms and Conditions.
8. For purposes of the planning, the Temporary Employment Agency will usually use Digital Processes. The Client will only acquire a right to use such Digital Processes subject to the provisions of Part C of these General Terms and Conditions.

Article 36 Advice procedure

1. If the Temporary Employment Agency makes an offer to advise, this offer will be valid until one month after the date on which the offer has been made or any earlier if the offer has been rejected. However, the 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 Client to the best of its ability and on the basis of the information issued by Client. Client will always be free to follow the advice or not. The Temporary

Employment Agency can never guarantee that any objectives formulated by 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 Client's location or a location designated by Client, the Temporary Employment Agency will not be liable for related claims by these employees or third parties and Client will indemnify the Temporary Employment Agency and its affiliated companies accordingly.

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 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 discrimination

1. 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. Client and the Temporary Employment Agency will only impose or take into consideration requirements which are relevant for the job when issuing or executing and in the context of the selection and treatment of Flexworkers and Candidates.
2. In the event of violation by the Client of the obligation set forth in paragraph 1 of this article, the Temporary Employment Agency will, without any notice of default being required, be entitled to dissolve the Agreement, without any liability vis-à-vis the Client arising on its part to pay damages.

Article 39 Personal details

1. 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 General Data Protection Regulation, and related legislation and regulations.
2. Client will not demand any data from the Temporary Employment Agency which the Temporary Employment Agency is not entitled to issue. Client is responsible for the further processing of the details which the Temporary Employment Agency issues to Client. 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 Client is entitled to do so.

3. In the event of a data leak, involving the risk of loss or unauthorised processing of a Flexworker's and/or Candidate's personal data, the Client will be required promptly to notify the Temporary Employment Agency.
4. Client indemnifies the Temporary Employment Agency and its affiliated companies 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 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.
5. The Temporary Employment Agency will process the personal data of the Client's employees or representatives in accordance with the privacy statement of USG People. The processing will serve the following purposes:
 - to enable Client to use the services of the Temporary Employment Agency;
 - to enter into and maintain a trade relationship with Client;
 - to agree assignments and/or execute them or have them executed;
 - to inform Client about the services (of the Temporary Employment Agency) and other activities (for example via e-mail, newsletters and company magazines) and to be able to submit bids to Client;
 - to fulfil applicable legislation and regulations;
 - to grant Client access and enable Client to use closed web environments, portals and Intranet environments;
 - to inform Client about the products and/or services of partners carefully selected by the Temporary Employment Agency through the placement of relevant information on the websites of the Temporary Employment Agency or by including relevant information in newsletters, company magazines and the like.

The Temporary Employment Agency is entitled to change the privacy statement. 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

Client declares that it is aware of the legislation and regulations concerning establishing the identity of people employed at its company. 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]. 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], Client must add a copy of the person's identity document in its records.

Article 41 Information and confidentiality

1. Client is obliged to provide the Temporary Employment Agency free of charge with all the necessary information and 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. For purposes of legal obligations imposed on them, the parties will provide the Flexworker as well as each other with all such information as they may request and as may relate to the name, address or actual place of residence of the (principal) Client, the Supplier, the contractor, or the employer within the meaning of Article 7:616e of the Dutch Civil Code.
3. 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.
4. Information which the Temporary Employment Agency provides to 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.

5. The Temporary Employment Agency and 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 Client, provided 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 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. The Temporary Employment Agency will be entitled to assign its invoicing rights (in respect of claims) to a sister company within its group . Insofar as necessary, Client is regarded as having agreed to this.
2. Invoicing must take place by post or digitally. 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, 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, 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 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. 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 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 on or before the due date of the invoice. As soon as Client and the Temporary Employment Agency reach agreement about said invoice, they will set off the remaining invoice amount within 8 days. If 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 Client's financial position and/or the payment behaviour gives cause to do so, such at the discretion of the Temporary Employment Agency, the Temporary Employment Agency may unilaterally, either temporarily or permanently, change the contractual payment period or the Client Fee, or require the Client to make an advance payment and/or to provide adequate security, by way of a bank guarantee, right of pledge or otherwise, for performance of 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 Client does not issue the aforementioned advance or does not provide the requested security by the deadline set by the Temporary Employment Agency, 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 Client without being obliged vis-à-vis 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 Client of its obligations on the grounds of this article or any other obligation are entirely for 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 Client as soon as 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 Client of an invoice to the Temporary Employment Agency. Pro forma invoicing means the issuing in advance by Client of a pro forma invoice to the Temporary Employment Agency, followed by an invoice from the Temporary Employment Agency to 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 Client and the Temporary Employment Agency have agreed self-billing or pro forma invoicing in writing:

1. 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 and/or benefits;
 - 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 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, 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 Client accordingly.

4. If pro forma invoicing is agreed, the Temporary Employment Agency will send 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 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 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 Client and 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 Client without stating this data. The invoice will then be regarded as complete.

Article 45 Liability of the Client

If 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 and its affiliated companies 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 Transition of Flexworkers

1. If the Client requests the Temporary Employment Agency to employ flexworkers, the Temporary Employment Agency will at all times be entitled to attach further conditions to compliance with such request or to refuse to comply with such request. The Client will be required to inform the Temporary Employment Agency in the event of a possible successive term of employment (within the meaning of Article 7:668a of the Dutch Civil Code).
2. The Client will be required, in respect of Flexworkers employed by the Temporary Employment Agency at the Client's request, to arrange that, upon termination of the partnership between the Client and the Temporary Employment Agency, this group of Flexworkers:
 - (i) will be employed by another temporary employment agency with which the Client works together;
 - or
 - (ii) will be employed directly by the Client.

In this respect, it is provided that, in either of the foregoing situations, there must be a successive term of employment (within the meaning of Article 7:668a of the Dutch Civil Code), the provisions of article 15 of these General Terms and Conditions (on the minimum hiring period for entering into an employment relationship) will fully apply and termination of an Assignment for an indefinite period of time (as referred to in article 4, paragraph 4, of the General Terms and Conditions) cannot take place until the minimum hiring period (for entering into an employment relationship) has been reached.

3. In derogation of the foregoing paragraph, the Client may request the Temporary Employment Agency to continue to provide the group of Flexworkers to it, despite the fact that the partnership between them will end. The Client will communicate a request to that effect to the Temporary Employment Agency not later than 6 months prior to the end of the partnership. In such event, the Parties will, by mutual consultation determine the conditions on which this group of Flexworkers will be provided to the Client. If the Parties fail to reach agreement on such conditions, the provisions of paragraph 2 of this article will fully apply.

Article 47 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 48 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. 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 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 Client due to said amendment or cancellation.