

General Terms and Conditions

for the recruitment, selection
and posting of staff



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Clarification of the General Terms and Conditions

This document details our general terms and conditions. They are subdivided into five parts. These are an introductory part (part A), a part relating to the posting of flexworkers (part B), a part relating to the performance of recruitment and selection assignments (part C), a part relating to planning and advice (part D), and a part containing general provisions (part E). These terms and conditions are partly based on the general terms and conditions for the supply of staff of the Federation of Private Employment Agencies [*Algemene Bond voor Uitzendondernemingen*] (ABU).

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

Posting of flexworkers (part B)

The agency work employment relationship

The posting of staff differs fundamentally from the contracting of work or the supply of goods. This has to do with the unique nature of the employment relationship, whereby three parties are identified, namely the user company, the flexworker and the private employment agency. The following is important for a proper understanding of the relationship between the parties involved in the posting.

An agency work employment contract as defined in Article 7:690 of the Dutch Civil Code exists between the flexworker and the private employment agency. This agency work employment contract is a special employment contract, whereby the flexworker is posted by the private employment agency to a user company to perform work under the user company's management and supervision. The flexworker is formally employed by the private employment agency, however the flexworker actually works for the user company. However, no employment or other contract exists between the flexworker and the user company.

In view of the above, a posting entails two formal relationships. On the one hand, there is the agency work employment contract between the flexworker and the private employment agency and, on the other hand, there is the contract for services between the user company and the private employment agency. Given that the flexworker actually works for the user company, the user company is responsible for instructions and supervision in the workplace. The user company is thereby required 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 in the ABU Collective Labour Agreement for Temporary Agency Workers [*CAO voor Uitzendkrachten van de ABU*]. The point of departure is that the flexworker accrues more and more rights the longer he works for the private employment agency.

The flexworker works on the basis of an agency work employment contract with agency clause, a fixed-term agency work employment contract, or an open-ended agency work employment contract. The term 'posting' [*uitzenden*] is often used for the posting of a flexworker with an agency work employment contract with agency clause, while the posting of a flexworker with a fixed-term or open-ended agency work employment contract without agency clause is often referred to as 'secondment' [*detacheren*].

In case of an agency work employment contract with agency clause, the posting ends as soon as the assignment is terminated at the request of the user company (irrespective of the reason). The user company cannot terminate the assignment and, thus, the posting during incapacity for work on the part of the flexworker. If the flexworker works on the basis of a fixed-term or open-ended agency work employment contract without agency clause, termination of the assignment by the user company or the flexworker calling in sick will not automatically mean the end of the agency work employment contract.

On the grounds of the Collective Labour Agreement for Temporary Agency Workers, a flexworker worker is entitled to the same remuneration as one of the user company's permanent employees in an identical or similar job. The user company remuneration is made up of the applicable periodic wage, reduction of working hours (in time or in money), all supplements, initial wage increases, all expense allowances, increments, reimbursement of travel hours and/or travel expenses, one-off payments, home working allowances, and fixed end-of-year bonuses.

Duration of the assignment

In order to be able to post the flexworker, we conclude a contract for services with you, which is subject to these general terms and conditions. The contract for services details the agreements made about (among other things) the job the flexworker is going to do, the fee, and the duration of the assignment.

We agree the duration of the assignment in consultation with you wherever possible. There are two 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; or
- an assignment for an indefinite period of time with cancellation always being possible with due observance of a notice period.

Liability

Every private employment agency is dependent on the user company for a number of (legal) obligations resulting from the formal employer's role. Examples are the termination of the posting 'at the request of the user company', rules about working hours, the issuing of a 'Health and Safety Document' [*Arbodocument*] to the flexworker, and the applicable terms and conditions of employment. We have to be able to rely on the user company cooperating where necessary and must be able to call the user company to account if the user company fails to do so (in time).

The user company is responsible for managing and supervising the flexworker's work and for the working conditions. A private employment agency does not have any influence on this. This implies that the user company is responsible for this work and for safety in the workplace, and is liable for any damage caused and/or suffered by the flexworker. As regards safety, the Working Conditions Act [*Arbeidsomstandighedenwet*] stipulates that the user company qualifies as the 'employer' within the meaning of that Act. It therefore follows that the user company is liable for any damage that the flexworker may suffer and that the user company indemnifies us in that respect. We recommend that the user company check its insurance policy and has it amended or supplemented as necessary.

Payment

Time registration forms the basis for payment to the flexworkers and our invoicing of the user company. Usually, time registration will take place digitally and you will receive summaries via our Internet portal. You will be responsible for the correctness of the time registration and for checking and approving the time

registration (which will usually be completed by the flexworker), so that we know that it is correct and so that the wages can be paid to the flexworker. If, however, RGF Staffing arranges the planning for you, the time registration will be based on that planning.

It is important that you check, correct and approve this planning and time registration by no later than 05:00 p.m. on the Tuesday following the end of the preceding working week, failing which we will assume that the time registration as presented has been approved and payment of wages and invoicing will be based thereon. If RGF Staffing also arranges the planning, we will request you expressly to approve the planning realised in good time.

Employing a flexworker

The posting of flexworkers to user companies having a temporary need for staff requires private employment agencies to invest continually. These investments translate into time and money in the recruitment, selection and retention of flexworkers so that they can be made and kept available for posting. This requires flexworkers who can actually be posted for a certain period of time at the applicable fees. These general terms and conditions therefore stipulate that you may only employ the flexworker yourself if the applicable minimum hiring period has been realised or if you pay a takeover fee to the private employment agency. The amount of this fee depends on the number of hours that the flexworker has worked for you via our organisation.

Fees

The fee that you pay, the user company fee, covers the costs of the agency work employment (wage costs, payroll tax, social security contributions, etc.) and a margin. In all cases, the flexworker will be remunerated on the basis of the user company remuneration. We depend on the information you provide about your payment scheme and any wage increases and your job classification system in order to determine this and to establish whether the job can be classified. The user company fee will be established or changed on the basis of that information.

In view of the fact that the (expected) costs of the agency work may also increase during an assignment as a result of - for example - increments or general wage increases, amendments to Collective Labour Agreements (CLAs), changes to the phase allocation or (pension) contributions, amendments to (other) laws and regulations, as well as expenses to be incurred and/or provisions to be put in place for matters such as training and medical expenses, we are entitled to implement fee changes during the assignment. In addition, we are entitled periodically to index the fees.

Recruitment and selection (part C)

If so desired, we can recruit and select one or more candidates for the user company to perform work and/or services for, or in the direct employ of, the user company. This service is referred to as 'recruitment and selection'. This is a different procedure to the one used in connection with the posting of flexworkers.

You will be charged a fee for this recruitment and selection. Such fee will be 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 for you. The eventual decision to enter into an (employment) agreement will, of course, always be made by you.

Planning and advice (part C)

If you so wish, we can also take care of the staff planning for your organisation. 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. The procedure and conditions that apply in this respect are worked out in further detail in part D.

Digital processes

Digital processes are increasingly becoming an element of the services we and you provide. These may take the form of Internet portals, (interactive) websites, computer systems, time registration systems, software, interfaces (apis), applications (apps), or email. This requires specific agreements to be made as regards procedure, security and rights of use. The use of the digital processes, particularly the Internet portal, will be governed by our user conditions. The applicable user conditions can be viewed on the website of the private employment agency.

Part A: Introductory provisions

Article 1 Definitions

For purposes of these General Terms and Conditions, the following terms will have the following meanings:

- Request:** a written request submitted by the User Company to the Private Employment Agency to bring about at an Assignment in accordance with the conditions set forth in the Request;
- General Terms and Conditions:** the present general terms and conditions;
- CLA Remuneration:** the applicable CLA remuneration for the allocation group as defined in the CLA for Temporary Agency Workers;
- CLA for Temporary Agency Workers:** the applicable Collective Labour Agreement for Temporary Agency Workers entered into between the Federation of Private Employment Agencies [*Algemene Bond Uitzendondernemingen*] (ABU) on the one hand and the employee organisations involved on the other;
- Digital Processes:** the technical resources used by the Private Employment Agency in the provision of its services, to which the User Company acquires (direct or indirect) access within this framework. These may take the form of Internet portals, (interactive) websites, computer systems, time registration systems, software, interfaces (apis), applications (apps), or email.
- Flexworker:** any natural person who, on the basis of an agency work employment contract within the meaning of Article 7:690 of the Dutch Civil Code, is posted by the Private Employment Agency to a User Company to perform work under the management and supervision of said User Company or a third party designated by said User Company, as well as any other natural person who is introduced to a User Company by the Private Employment Agency pursuant to an Assignment;
- User Name:** the User Company's email address with which the User Company gains access to the Digital Processes;
- Data and Files:** any and all information, texts, numbers, (personal) data, files, HTML codes, images, formats, logos, trademarks, visual and/or

audio material, as well as any other material, software, etc., made available by the Private Employment Agency via the Digital Processes, all in the broadest sense, including the design, selection and organisation thereof, and irrespective of the party that has posted them;

9. *User Company Remuneration:* the user company remuneration as defined in the applicable CLA for Temporary Agency Workers;
10. *Candidate:* the natural person recruited and selected by the Private Employment Agency for the User Company on the basis of an Assignment for Recruitment and Selection;
11. *Unpredictable Hours:* the working hours as referred to in Article 7:655(1)(i)(2) of the Dutch Civil Code;
12. *Assignment:* an agreement between the User Company and the Private Employment Agency on the basis of which one or more services as described in these General Terms and Conditions are provided by the Private Employment Agency;
13. *User Company:* any natural person or legal entity with which the Private Employment Agency has concluded an Assignment or other agreement or to which the Private Employment Agency makes an offer;
14. *User Company Fee:* the fee payable by the User Company to the Private Employment Agency. The fee is calculated on an hourly basis, unless stated otherwise;
15. *On-Call Contract:* the agency work employment contract entered into between the Flexworker and the Private Employment Agency pursuant to 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 Private Employment Agency can successfully rely on exclusion of the duty to continue wage payment pursuant to the law or the CLA for Temporary Agency Workers vis-à-vis the Flexworker;
16. *Parties:* the Private Employment Agency and the User Company;
17. *in writing/written:* reduced to writing or exchanged electronically (for example by email, an application or a portal);
18. *Posting:* the posting of a Flexworker within the framework of an Assignment for the purpose of performing work under the management and supervision of the User Company or a third party designated by the User Company;
19. *Access Code:* a combination of letters, digits and/or punctuation marks which, in combination with its User Name, gives the User Company access to the Digital Processes;
20. *Agency Clause:* the written provision in the agency work employment contract between the Private Employment Agency and the Flexworker and/or in the CLA for Temporary Agency Workers to the effect

that the agency work employment contract between the Private Employment Agency and the Flexworker will end by operation of law as a result of termination of the Posting of the Flexworker at the User Company's request (Article 7:691(2) of the Dutch Civil Code);

- 21. *Private Employment Agency:* an (indirect) subsidiary established in the Netherlands of RGF Staffing the Netherlands B.V., with the exception of USG Professionals B.V., USG Engineering Professionals B.V., Unique Payroll Solutions B.V., Start People Payroll Solutions B.V., USG Payroll Services B.V., USG Payroll Solutions B.V., Easy Way B.V., Younited B.V.;
- 22. *Agency Work Employment Contract:* an employment contract within the meaning of Article 7:690 of the Dutch Civil Code;
- 23. *Predictable Hours:* the working hours as referred to in Article 7:655(1)(i)(1) of the Dutch Civil Code;
- 24. *Week:* the calendar week which starts and ends at midnight on Sunday;
- 25. *Recruitment and Selection:* the search for, and contacting of, suitable Candidates, on the basis of information provided by the User Company for a vacancy to be filled at the User Company, or for work/services to be performed at the User Company, other than by way of Posting of a Flexworker to the User Company;
- 26. *Recruitment and Selection Fee* the fee payable by the User Company to the Private Employment Agency in consideration of an Assignment for Recruitment and Selection.

Terms used in singular will also include the plural and *vice versa*. For reasons of clarity, any reference in these General Terms and Conditions to 'he' and/or 'him' will be deemed to include 'she' and 'her'.

Article 2 Applicability of the General Terms and Conditions

1. These General Terms and Conditions will apply to any and all Assignments and other agreements between the Private Employment Agency in and the User Company, and to any and all legal acts aimed at the conclusion thereof, including bids, proposals, offers and quotations.
2. The General Terms and Conditions include general provisions (parts A and E) and provisions relating to a specific service (parts B, C and D). To the extent that all or part of a specific provision conflicts with a general provision, (that part of) that specific provision will prevail over the general provision.
3. The applicability of any purchasing or other terms and conditions of the User Company is excluded and expressly rejected by the Private Employment Agency.
4. Any agreements deviating from these General Terms and Conditions will be applicable only if agreed in writing with the Private Employment Agency, and then only to such Assignment(s) or other agreement(s) to which they have been declared applicable.
5. If any provision of these General Terms and Conditions is void or voidable, the other provisions will remain in full force and effect, and the Parties will consult in order to agree one or more new provisions to replace the void or voidable provision(s), observing the objective and purport of the void or voidable provision(s) to the extent possible.
6. The Private Employment Agency will be entitled to amend the General Terms and Conditions, in which event the amended version of the General Terms and Conditions will apply to the Assignment from the time of amendment of the General Terms and Conditions. The User Company will be entitled not to agree to the amendments, provided that the User Company has notified the Private Employment Agency thereof in writing, stating reasons, by no later than fourteen (14) calendar days following notice of the amendment.

Part B: Posting of Flexworkers

Article 3 The Assignment and Posting

Assignment

1. The Assignment will be entered into for a limited or for an indefinite period of time.
2. An Assignment which is entered into for a limited period is an Assignment:
 - a. either for a fixed period;
 - b. or for a determinable period not exceeding a fixed period.
3. An assignment for a limited period of time will end by operation of law by the expiry of the agreed period or the occurrence of a pre-agreed objectively determinable event.
4. The Flexworker posted on the basis of the Assignment will be posted by the Private Employment Agency to the User Company on a non-exclusive basis, unless agreed otherwise in writing. The Private Employment Agency's services will not include Payrolling (services).
5. The Private Employment Agency, in its role as the employer, will be free to organise or adjust the employment contract with the Flexworker as it sees fit.
6. If the Flexworker has an On-Call Contract and/or all or the larger part of his working hours are Unpredictable Hours, the User Company will be responsible for calling the Flexworker on behalf of the Private Employment Agency demonstrably in accordance with the applicable laws and regulations, unless the Private Employment Agency arranges the planning. In the latter situation, the provisions of part D of these General Terms and Conditions will apply. If the User Company calls the Flexworker, proof of such call and any cancellations or changes thereof must be retained by the User Company for a period of five (5) years.
7. The Private Employment Agency will notify the User Company in good time as to whether the Flexworker has an On-Call Contract and/or all or the larger part of his working hours are Predictable Hours. Unless the Private Employment Agency arranges the planning, such information will be based, *inter alia*, on the information provided by the User Company as regards the actual deployment of the Flexworker

and the arrangements made in that respect. The User Company will warrant the correctness and completeness of such information.

End of the Assignment

8. An Assignment for an indefinite period of time ends as a result of written notice of termination, with due observance of a notice period equal to the statutory notice period to be observed by the Private Employment Agency plus three calendar months, unless a different notice period has been agreed in writing. Notice of termination must be given in writing with effect from the end of a calendar month.
9. An Assignment for a limited period cannot be terminated early, unless agreed otherwise agreed between the Parties in writing. Notice of termination must at all times be given in writing with effect from the end of a calendar month.
10. Any Assignment will end immediately, without any notice period, if either Party terminates the Assignment because:
 - a. the other Party is in default and that Party's default justifies termination;
 - b. the other Party has applied for, or has been granted, a moratorium on payment of its debts; or
 - c. the other Party has been declared bankrupt or an application for its bankruptcy has been filed; and/or
 - d. the other Party has been wound up.
11. If the Private Employment Agency terminates on any of the foregoing grounds, the conduct on the part of the User Company will be deemed to constitute the request of the User Company to terminate the Posting without observance of a notice period. This will not lead to liability on the part of the Private Employment Agency for any damage suffered by the User Company as a result. All the Private Employment Agency's claims will become immediately due and payable as a result of the termination.
12. If the Assignment ends on the User Company's initiative (including the non-continuation of an Assignment for a limited period of time), the User Company will cooperate, on the Private Employment Agency's demand, in the written assessment of whether it is likely that the User

Company will request the Private Employment Agency to post the Flexworker posted pursuant to the Assignment to the User Company again for the same, similar or next-higher level of activities within a period of 26 weeks of the end date of the Assignment.

13. The User Company will be required to notify the Private Employment Agency in good time whether and, if so, for what period and on what other conditions it wishes to continue or renew the Assignment. In the event of an Assignment for a limited period of time, the User Company will notify the Private Employment Agency thereof by no later than eight (8) weeks before the end date of the Assignment. In the event of a request to continue or renew the Assignment, the Private Employment Agency will assess if and, if so, on what conditions it will, or will not, comply with such request from the User Company.

End of Posting

14. The end of the Assignment means the end of the Posting. Termination of the Assignment by the User Company will be deemed to constitute the request submitted by the User Company to the Private Employment Agency to terminate the current Posting(s) with effect from the date on which the Assignment has lawfully ended or with effect from which the Assignment has been lawfully dissolved.
15. If an Agency Clause is in effect between the Flexworker and the Private Employment Agency, the Assignment and, thus, the Posting will end (i) at the User Company's request because the User Company is unable or unwilling to continue hiring the Flexworker or (ii) at such time as the Flexworker has not been posted to the User Company for a period of four (4) weeks, with retroactive effect from the date of last posting.
16. To the extent necessary, the User Company will be deemed to have submitted this request. If asked to do so, the User Company will confirm this request to the Private Employment Agency in writing.
17. The Posting will end by operation of law if and as soon as the Private Employment Agency can

no longer post the Flexworker because the employment contract between the Private Employment Agency and the Flexworker has ended and such employment contract is not consecutively continued for the same User Company. In such event, the Private Employment Agency will not be deemed to have failed attributably vis-à-vis the User Company, nor will it be liable for any damage suffered by the User Company as a result.

18. In the event of incapacity for work on the part of the Flexworker, the User Company may not terminate the Assignment and, thus, the Posting. During the Flexworker's incapacity for work, the Assignment will, however, end as soon as the end date agreed in the Agency Work Employment Contract is reached.

Article 4 Replacement and availability

1. The Private Employment Agency will at all times be entitled to submit a proposal to the User Company for replacement of a Flexworker posted by another Flexworker, subject to continuation of the Assignment, with a view to, *inter alia*, the Private Employment Agency's company or personnel policy, preservation of employment, or compliance with applicable laws and regulations (in particular the CLA for Temporary Agency Workers and the dismissal guidelines for the temporary agency sector). The User Company will reject a proposal from the Private Employment Agency to that effect on reasonable grounds only. The User Company will provide reasons for any such rejection in writing.
2. The Private Employment Agency will - for purposes of, *inter alia*, pool management - at all times be entitled to terminate the Posting of a Flexworker to the User Company without the User Company's consent being required and without any liability arising on the part of the Private Employment Agency as a result. If the Private Employment Agency wishes to do so, the Private Employment Agency will notify the User Company to that effect - in view of a possible transfer - by no later than one week before the end of the Posting.

3. The Private Employment Agency will not be deemed to have failed attributably vis-à-vis the User Company, and will not be liable to compensate the User Company for any damage or costs, if the Posting of a (replacement) Flexworker ends or if it will not, or cannot, (continue to) post the (replacement) Flexworker to the User Company, or not in the same way and to the same extent as agreed in the Assignment or thereafter.

Article 5 Suspension right

1. The User Company will not be entitled temporarily to suspend all or part of the Posting of the Flexworker, 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, however, suspension will be possible if cumulatively:
 - a. this is agreed with the Private Employment Agency, subject to a fixed term; and
 - b. the User Company demonstrates that, temporarily, no work is available or the Flexworker cannot be deployed; and
 - c. the Private Employment Agency can successfully rely on exclusion of the duty to continue wage payment pursuant to the law or the de CLA for Temporary Agency Workers vis-à-vis the Flexworker.

In such event, the User Company Fee will not be due by the User Company to the Private Employment Agency for the period of the suspension.

3. If the User Company is not entitled temporarily to suspend all or part of the Posting, but the User Company temporarily does not have any work for the Flexworker or cannot deploy the Flexworker, the User Company will be required, for the duration of the Assignment, to pay the full User Company Fee to the Private Employment Agency for the most recently applicable or the customary number of hours and overtime for each period pursuant to the Assignment.

Article 6 Work procedure

1. On or before commencement of the Assignment, the User Company will submit to

the Private Employment Agency a Request, in any event including:

- a. an accurate description of the job and job requirements;
 - b. remuneration scheme and job classification system;
 - c. working hours;
 - d. working time;
 - e. activities;
 - f. work location;
 - g. working conditions; and
 - h. the intended duration of the Assignment.
2. On the basis of the information provided by the User Company and the capacities, knowledge and skills of the eligible Flexworkers known to it, the Private Employment Agency will decide which Flexworkers it will propose to the User Company. The User Company will be entitled to reject the proposed Flexworker, in which event the proposed Flexworker will not be posted.
 3. The Private Employment Agency will not be deemed to have failed attributably vis-à-vis the User Company and will not be liable to compensate any damage if, for any reason whatsoever, the contacts between the User Company and the Private Employment Agency preceding a possible Assignment do not result in the actual Posting of a Flexworker by the deadline desired by the User Company.
 4. The Private Employment Agency will not be liable for any damage as a result of the deployment of a Flexworker who turns out not to meet the requirements set by the User Company, unless the User Company lodges a written complaint in that respect with the Private Employment Agency within fourteen calendar days of commencement of the Posting, proving intent or deliberate recklessness on the part of the Private Employment Agency in the selection of the Flexworker.

Article 7 Working time and working hours

1. Before commencement of the Assignment, arrangements will be made as to the working time and the working hours or, if the Flexworker has an On-Call Contract and/or Unpredictable Hours, as to the Flexworker's reference days and reference times. Ultimately before the

period of Posting of a Flexworker, whether or not through other private employment agencies, to the User Company has continued for 51 weeks, the Parties will consult on a suitable offer in terms of a (fixed) working time for the Flexworker.

2. The Flexworker's working hours, working time, breaks and rest times will be identical to the User Company's customary hours and working time, unless agreed otherwise in writing. The User Company will warrant that the Flexworker's working time and rest and working hours are in compliance with the statutory requirements. The User Company will ensure that the Flexworker does not exceed the legally permitted working hours and agreed working time.
3. In respect of a Flexworker posted to the User Company working on the basis of an employment contract under which the working time is fixed as a number of hours per week or a different period, the Parties will jointly ensure that the Flexworker will be given the opportunity actually to work such number of hours. For an Assignment of a repetitive nature, the User Company will be required, in consultation with the Flexworker, to determine how such hours can best be allocated.
4. The User Company will deploy the Flexworker for the full working time agreed with the Private Employment Agency. If the User Company temporarily has no, or less, work for the Flexworker, or is unable to deploy the Flexworker, the full User Company Fee will remain due by the User Company for the agreed working time or- in the absence of a clear arrangement - the customary working time, for the remaining duration of the Assignment.
5. Unless the Private Employment Agency arranges the planning, the User Company will deploy the Flexworker at the agreed working hours as stated in the Assignment (confirmation) or, if the Flexworker has an On-Call Contract and/or Unpredictable Working Hours, within the agreed reference days and reference times.
6. The Flexworker's holidays and leave will be arranged in accordance with the law, the CLA

for Temporary Agency Workers, and the terms of employment as applicable to the Flexworker.

7. If and to the extent that, pursuant to the law and/or the applicable CLA, the Flexworker requires training for the performance of the Assignment, (i) the costs of training and (ii) the hours spent by the Flexworker on such training will be charged to the User Company as hours worked, unless agreed otherwise in writing. In respect of other training, not specific to the Assignment, the necessary periods of absence will be determined by mutual consultation between the Parties and agreed upon commencement of the Assignment. The User Company Fee will still be due by the User Company for such periods of absence, unless agreed otherwise in writing.
8. The User Company will give the Flexworker the opportunity to interrupt the work if and to the extent that the Flexworker is entitled to do so pursuant to the provisions of the Working Conditions Act [*Arbeidsomstandighedenwet*] and/or the Working Hours Act [*Arbeidstijdenwet*], for example for expressing after childbirth. If, according to the User Company's CLA, the Flexworker is entitled to wages for the hours spent on such work interruptions, such hours will be charged to the User Company as hours worked.
9. If the User Company's own staff are entitled to paid breaks, the Private Employment Agency will also continue to pay the Flexworker during breaks and such hours will be charged to the User Company as hours worked.

Article 8 Company closures and compulsory days off

1. The User Company must inform the Private Employment Agency, upon commencement of the Assignment, of any company closures and collective compulsory days off during the term of the Assignment, so that the Private Employment Agency can ensure that this information becomes part of the employment contract wherever possible. If any intended company closures and/or collective compulsory days off become known after entering into the Assignment, the User Company must inform the

Private Employment Agency thereof immediately after this has become known.

2. If the User Company fails to inform the Private Employment Agency (in good time) or if the Flexworker is entitled to (continued) wage payment for the relevant day or days, the full User Company Fee will be payable by the User Company to the Private Employment Agency for the most recently applicable or the customary number of hours and overtime for each period pursuant to the Assignment and the conditions.

Article 9 Job and remuneration

1. The Flexworker's remuneration, including any supplements and expense allowances, will be determined in accordance with:
 - a. the CLA for Temporary Agency Workers (including the provisions on the User Company Remuneration and the derogating terms of employment which apply in the event of Posting of a Flexworker to a building company);
 - b. the applicable laws and regulations; and
 - c. any applicable terms of employment, such based on the job description and job requirements provided by the User Company.
2. The User Company will be required, on or before commencement of the Assignment as well as on the Private Employment Agency's demand, to provide the Private Employment Agency with a full and correct description of the job to be performed by the Flexworker, the corresponding job classification, and information on all elements of the User Company Remuneration, as well as any derogating terms of employment. The foregoing obligation will also apply if the User Company posts the Flexworker to a third party with the written consent of the Private Employment Agency.
3. If, at any time, it should transpire that the job description and the corresponding job classification do not correspond to the job and/or activities actually being carried out by the Flexworker, the User Company will immediately provide the Private Employment Agency with the correct job description and corresponding

job classification. The Flexworker's remuneration will be redetermined with retroactive effect on the basis of the new job description. The job description and/or job classification may be adjusted at any time during the Assignment if the Flexworker, at the Private Employment Agency's discretion, is entitled to such adjustment pursuant to laws and regulations, the CLA for Temporary Agency Workers, the User Company Remuneration and/or the applicable terms of employment. If such an adjustment results in a higher remuneration, the Private Employment Agency will correct the Flexworker's remuneration as well as the User Company Fee accordingly. Such corrected fee, including the associated (administrative and internal) costs for the Private Employment Agency, will be payable by the User Company to the Private Employment Agency from the time that the actual job is carried out (whether or not with retroactive effect).

4. The User Company will inform the Private Employment Agency in good time, and in any event immediately after become aware, of any changes to the User Company Remuneration, any derogating terms of employment, supplements, and initial wage increases established.
5. The provisions of paragraph 4 of this article will not apply if and to the extent that the Flexworker is remunerated in accordance with the CLA Remuneration.
6. Any and all supplements will be paid in accordance with the User Company Remuneration or the CLA Remuneration, and will be passed on to the User Company.
7. Any hours during which, for purposes of the job performed by the Flexworker, the Flexworker must be contactable and/or available for work and the Flexworker's travel time (other than commuting time) will be reimbursed to the Flexworker in accordance with the regulations applicable in this respect to the User Company's staff, and will be passed on to the User Company.
8. Subject to the provisions of this article, the Private Employment Agency will arrange the

Flexworker's remuneration and the payment of the payable payroll taxes. Except with the Private Employment Agency's written consent, the User Company will not be permitted to pay any fees or (financial) benefits to the Flexworker. If the User Company pays any fees and/or (financial) benefits to the Flexworker, the User Company will be required to pay all wage taxes payable in respect of such fees and/or (financial) benefits. In such event, the User Company will be required to compensate any and all damage suffered by the Private Employment Agency and to indemnify the Private Employment Agency against any third-party claims brought against any of the Private Employment Agency's affiliates in this respect.

Article 10 Proper management and supervision

1. In its management and supervision, as well as in respect of performance of the work, the User Company will observe the same care vis-à-vis the Flexworker as is due by it vis-à-vis its own staff.
2. The User Company will be required to inform the Private Employment Agency periodically, and in any event on the Private Employment Agency's demand, of the Flexworker's performance and wellbeing. Circumstances that may affect the continuation of the Posting must be reported by the User Company to the Private Employment Agency as soon as reasonably possible, but in any event immediately after it becomes aware of same. The User Company will indemnify the Private Employment Agency against any damage as a result of failure to inform the latter on the Flexworker's performance and wellbeing (in good time).
3. The User Company may deploy the Flexworker in a way other than stipulated in these General Terms and Conditions, the Assignment and/or any other agreements with the prior written consent of the Private Employment Agency and the Flexworker only. Conditions may be attached to such consent.
4. Except with prior written consent, the User Company will not be permitted, in its turn, to 'loan on' the Flexworker to a third party, i.e.

posting the Flexworker to a third party in order to perform work under the management and supervision of such third party or another third party to be designated by it. A 'third party' will be understood to include any natural person or legal entity with which the User Company is affiliated in a group.

5. If the Private Employment Agency grants the consent as referred to in paragraph 4 of this article, such consent will in any event be subject to the following cumulative conditions:

- a. the User Company will agree with the third party that the third party is familiar with, and accepts, the User Company's obligations applicable pursuant to these General Terms and Conditions, the Assignment and/or any other agreements, and will perform same as its own, to the extent that such obligations, given their nature, cannot be performed by the User Company itself; and
- b. the User Company will continue - without prejudice to the foregoing provisions - to be liable to the Private Employment Agency for any failure in the performance of the User Company's obligations applicable pursuant to these General Terms and Conditions, the Assignment and/or any other agreements; and
- c. the User Company will be liable for, and will indemnify the Private Employment Agency and its affiliates against, any damage that may result from any acts or omissions by the third party relating to the (posting of the) Flexworker and/or any acts or omissions by the Flexworker; and
- d. the User Company will agree with the third party in writing that such third party will not post the Flexworker to any other third party; and
- e. the User Company will perform all the statutory obligations as the posting party relating to the Posting.

The Private Employment Agency will be entitled to attach additional conditions to its consent.

6. In principle, the Flexworker cannot be posted outside the Netherlands. If the User Company wishes to let the Flexworker perform work

outside the Netherlands or for the Netherlands from a location outside the Netherlands, the User Company must submit a written request to that effect to the Private Employment Agency. The Private Employment Agency may grant its consent to a derogation for a limited period of time on the condition that the User Company has organised management and supervision, the posting has been agreed in writing with the Private Employment Agency and the Flexworker, the posting will not result in any additional costs or risks for the Private Employment Agency and/or the Flexworker, and the User Company will indemnify the Private Employment Agency and its affiliates in this respect.

7. The User Company will compensate the Flexworker for any damage suffered by the latter as a result of damage to, or loss or destruction of, any property belonging to the Flexworker, in the course of performance of the assigned work.
8. The Private Employment Agency will not be liable to the User Company for any damage and/or loss suffered by the User Company, any third parties or the Flexworker himself, as a result of any acts or omissions by the Flexworker.
9. The Private Employment Agency will not be liable to the User Company for any commitments that have been made by the Flexworker with, or that have arisen for him vis-à-vis, the User Company or any third parties, whether or not with the consent of the User Company or such third parties.
10. The User Company will be liable for, and will indemnify the Private Employment Agency and its affiliates against, any claims brought by third parties and/or by the Flexworker against the Private Employment Agency and its affiliates in respect of the damage, losses and commitments referred to in paragraphs 7, 8 and 9 of this article, and will compensate all costs incurred by the Private Employment Agency in that respect (including actual legal fees incurred).
11. The User Company will take out adequate insurance against liability pursuant to the

provisions of this article. At the Private Employment Agency's request, the User Company will provide written proof of such insurance, unambiguously demonstrating that the User Company has taken out adequate insurance.

Article 11 Working conditions

1. The User Company declares that it is aware of the fact that, for purposes of the Working Conditions Act, it qualifies as the employer.
2. The User Company will be responsible vis-à-vis the Flexworker and the Private Employment Agency for punctual, correct and complete compliance with the obligations resulting from Articles 7:658 and 7:611 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. The provisions of this paragraph will also apply to the home office if the Flexworker performs all or part of the work from home. If the Flexworker submits a request to perform the work from a location other than the workplace at the User Company, the User Company will submit such request in writing to the Private Employment Agency and it will be up to the Private Employment Agency to grant its written consent in this respect.
3. The User Company will be required to provide written information to the Flexworker and the Private Employment Agency in good time, but in any event by no later than one workday before commencement of the work, regarding the desired professional qualifications and the specific features of the position to be held. The User Company will actively provide the Flexworker with information relating to the Hazard Identification and Risk Assessment (HIRA) used within its business.
4. If the Flexworker suffers an industrial accident or occupational illness, the User Company will, if required to do so by law, immediately notify the competent authorities thereof and ensure that a written report will promptly be drawn up thereof. The report will record the circumstances surrounding the industrial accident or the occupational illness in such a way that it can be concluded from the report, with a reasonable degree of certainty, if and to what extent the industrial accident or occupational illness was the result of insufficient measures having been taken by the User Company to prevent the industrial accident or occupational illness. The User Company will notify the Private Employment Agency of the industrial accident or occupational illness as soon as possible and submit a written copy of the report drawn up.
5. The User Company will indemnify the Private Employment Agency and its affiliates against any claims brought by the Flexworker for compensation of any damage (including costs such as legal fees) suffered in the course of performance of the Flexworker's work. The User Company will compensate the Flexworker for the aforementioned damage (including costs such as legal fees) if and to the extent that the User Company and/or the Private Employment Agency is liable in that respect.
6. In the event of illness or incapacity for work on the part of the Flexworker as a result of the performance of his work, the User Company will compensate the Private Employment Agency for any and all damage suffered and/or to be suffered by it. Such damage will in any event include (without limitation) the costs of continued wage payment during the period of incapacity for work or illness and the costs incurred by the Private Employment Agency in relation to the performance of its obligations pursuant to Article 7:658a of the Dutch Civil Code.
7. If the industrial accident or occupational illness should lead to the death of the Flexworker, the User Company will be liable to compensate any and all damage (including costs such as the actual legal fees) in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in such Article.
8. The User Company will take out adequate insurance against liability pursuant to the provisions of this article. At the Private Employment Agency's request, the User Company will provide written proof of such insurance, unambiguously demonstrating that

the User Company has taken out adequate insurance.

Article 12 User Company Fee

1. The User Company Fee payable by the User Company to the Private Employment Agency will be calculated on the basis of the higher of the hours worked by the Flexworker and/or the hours to which the Private Employment Agency is entitled pursuant to these General Terms and Conditions, the Assignment and/or any other agreements. The User Company Fee will be multiplied by the surcharge factors and increased by the supplements and expense allowances payable by the Private Employment Agency to the Flexworker.
 2. If the Flexworker is entitled to a reduction in working hours (ADV), the relevant ADV supplement will be charged separately, unless it has been agreed in writing that the ADV supplement is already included in the User Company Fee. VAT will be charged on the User Company Fee, the surcharges, the supplements and expense allowances and - if applicable - the ADV supplement. For purposes of the other paragraphs of this article and article 13 of these General Terms and Conditions, the User Company Fee will be deemed to include the separate ADV supplement charged.
 3. If, at any time, in accordance with article 9 of these General Terms and Conditions, the User Company Remuneration is applied, the Private Employment Agency will (re)determine the Flexworker's remuneration and the User Company Fee on the basis of the information provided by the User Company on the job classification and the User Company Remuneration. The remuneration and the User Company Fee will include all the elements of the User Company Remuneration as applicable at the User Company.
 4. In addition to the situation referred to in paragraph 3 of this article, the Private Employment Agency will in any event also be entitled to adjust the User Company Fee in the course of the Assignment, in the event of, and in accordance with:
 - a. an increase in the (expected) costs as a result of (an amendment to) the CLA for Temporary Agency Workers, the terms of employment applicable to the Flexworker and/or the stipulated wages, and/or change to the User Company Remuneration or the CLA Remuneration and/or pension costs, and/or the phase allocation of the Flexworker in accordance with the CLA for Temporary Agency Workers;
 - b. an increase in the (expected) costs as a result of (amendments to) laws and regulations, including amendments to, or as a result of, social security and tax laws and regulations, the CLA for Temporary, any binding regulations, or a change to the Private Employment Agency's public-law or private-law insurance position;
 - c. an increase in the (expected) costs in connection with the expenses to be incurred and/or provisions to be put in place by the Private Employment Agency for training, absenteeism, inactivity and/or laying off of Flexworkers.
- If any situation as referred to above gives rise to adjustment of the User Company Fee, the User Company Fee thus adjusted will apply (with retroactive effect) from the date of occurrence of such situation, all at Private Employment Agency's discretion.
5. Without prejudice to the provisions of paragraphs 3 and 4 of this article, the Private Employment Agency may periodically index the User Company Fee. Any such indexation will be based on the increase of the Statistics Netherlands index for CLA wages per hour including special remunerations, for staff in the business services sector (SBI 2008) between the date of commencement of the Assignment and the date of indexation of the User Company Fee. The Private Employment Agency will notify the User Company in writing of the indexed User Company Fee in advance.
 6. If the (market) conditions give urgent rise thereto, all at the Private Employment Agency's discretion, the Private Employment Agency may, without prejudice to the provisions of paragraphs 3, 4 and 5 of this article, adjust the

User Company Fee by an amount or percentage to be determined by the Private Employment Agency. The Private Employment Agency will notify the User Company in writing of the adjusted User Company Fee in advance.

7. If any amendments to laws or regulations, including social security and tax laws and regulations, the CLA for Temporary Agency Workers, or any binding regulation, do not provide for a, or provide for an incomplete, transitional regime in respect of situations already in existence on the effective date of the relevant amendment to the laws or regulations, and/or (otherwise) result in costs which were not foreseeable for the Private Employment Agency on the date of commencement of the Assignment, the Private Employment Agency will be entitled, in addition to the User Company Fee, to charge all costs resulting from such amendments to the User Company, and the User Company will be required to pay such costs as from such time.
8. In the event of changes to the Flexworker's job in the course of an Assignment, in that such job corresponds with work that is classified lower, the hourly remuneration and the User Company Fee based thereon will not change. The foregoing will, however, apply without prejudice to the requirement that the Private Employment Agency and the Flexworker must have agreed to the job change in writing and in advance.
9. If, due to any circumstances attributable to the User Company, the remuneration has been set too low, the Private Employment Agency will be entitled to determine the remuneration with retroactive effect and to adjust and charge the User Company Fee with retroactive effect accordingly. The Private Employment Agency may also charge the User Company for any deficit in its payments and for costs incurred as a result by the Private Employment Agency.
10. In the event of revocation of the Assignment by the User Company (or cancellation thereof for any other reason attributable to the User Company), the User Company will reimburse the Private Employment Agency for the hours already invested by the Private Employment

Agency at a rate of EUR 100, exclusive of VAT, per hour, unless agreed otherwise in writing.

Article 13 Special minimum payment obligations

For each time that the Flexworker is called to work, the User Company will, as a minimum, pay the Private Employment Agency the User Company Fee calculated on the basis of at least three hours worked (without prejudice to the User Company's obligations vis-à-vis the Private Employment Agency), if:

- a. the Flexworker reports at the agreed place and time to perform the agency work but is not given the opportunity by the User Company to commence performance of such agency work, or performs agency work for less than three hours; or
- b. pursuant to the Assignment, the scope of the agency work is less than fifteen hours per Week and the times at which the agency work is to be performed have not been recorded, there is an On-Call Contract, or the scope of the agency work has not, or not unambiguously, been recorded.

Article 14 Entering into an employment relationship with a Flexworker

General

1. The User Company will be entitled to enter into an employment relationship with a posted Flexworker if and to the extent that the following provisions of this article are fulfilled. In this respect, entering into an employment relationship with a Flexworker will be understood as:
 - a. entering into an employment contract, a building contract and/or a contract for services between the User Company and the Flexworker for the same or different work;
 - b. appointing the Flexworker as an official of the User Company;
 - c. arranging for the relevant Flexworker to be posted to the User Company by a third party (for example another private

employment agency) for the same or different work;

- d. entering into an employment contract, a building contract and/or a contract for services between the Flexworker and a third party for the same or different work, such third party having been designated by, being affiliated with, or being a subsidiary or parent company, of the User Company.

For purposes of the provisions of this article, a Flexworker will also be understood to include a prospective Flexworker, and the User Company will also be understood to include a potential User Company.

- 2. The User Company will notify the Private Employment Agency in writing of its intention to enter into an employment relationship with the Flexworker before giving effect to that intention. The User Company is aware of the laws and regulations relating to successive employership and accepts all the resulting obligations. The User Company will be responsible for investigating and assessing the Flexworker's employment history. At the User Company's request, the Private Employment Agency may - to the extent permitted by (privacy) laws and regulations - provide information on the Flexworker's employment history. As the Private Employment Agency depends on the Flexworker for such information, the Private Employment Agency cannot warrant the accuracy and completeness of the information provided.
- 3. The User Company will not enter into an employment relationship with the Flexworker as long as the agency work employment contract between the Private Employment Agency and the Flexworker has not lawfully been terminated.
- 4. If the User Company enters into an employment relationship with a Flexworker in accordance with the provisions of this article, the Assignment between the User Company and the Private Employment Agency will end as from the day of commencement of such employment relationship.

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

- 5. If and 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 to the extent that the User Company enters into an employment relationship with a Flexworker (as referred to in article 14, paragraph 1) posted 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, a fee will be payable by the User Company to the Private Employment Agency equal to 35% of the most recently applicable User Company Fee for 1560 hours minus the hours already worked by the relevant Flexworker on the basis of the Assignment.
- 7. If the User Company enters into an employment relationship with a Flexworker posted to it on the basis of an Assignment for a limited period of time, a fee will be payable by the User Company equal to 35% of the most recently applicable User Company Fee (calculated on the basis of the agreed hours) for the remaining duration of the Assignment or, in the event of an Assignment which can be terminated early, for the notice period not observed. The foregoing will apply on the understanding that the User Company will at all times pay at least the fee referred to in paragraph 6 of this article.
- 8. The User Company will also pay the fee referred to in paragraph 6 or paragraph 7, as the case may be, if the Flexworker applies for a job with the User Company directly or through third parties, within twelve months after termination of the Posting to the User Company (irrespective of whether this was based on an Assignment for a limited or an indefinite period of time), or if the User Company contacts the Flexworker directly or through third parties within six months of termination of the Posting to the User Company, and the User Company enters into an employment relationship with the relevant Flexworker.
- 9. If the User Company had initially established contact with a Flexworker through the

intermediary services of the Private Employment Agency, for example because the Flexworker was introduced to it by the Private Employment Agency, and the User Company enters into an employment relationship with said Flexworker within twelve months of the contact having been established without an actual Posting being concluded, a fee will be payable by the User Company equal to 35% of the User Company Fee that would have applied to the relevant Flexworker if the Posting had been concluded, all for a period of 1560 hours. The User Company will also pay this fee if the Flexworker contacts the User Company directly or through third parties and/or applies for a job with the User Company, which results in the entering into a direct or indirect employment relationship with the relevant Flexworker. In the event that the Private Employment Agency and the relevant Flexworker had not yet reached agreement on the amount of the latter's gross annual salary, the User Company will forfeit to the Private Employment Agency an immediately payable lump sum, without any additional demand or notice of default being required, in the amount of EUR 25,000, exclusive of VAT, without prejudice to the Private Employment Agency's right to claim full damages.

Entering into an employment relationship with a special Flexworker

10. A Flexworker, introduced, brokered or posted by or through any of the Private Employment Agency's specialist labels (such as Start People Transport, Start People to the extent trading under the name of Medi Interim, ASA, Unique to the extent trading under the name of 'Technicum'), as well as a Flexworker intended to perform work in job grade 8 or higher according to the CLA for Temporary Agency Workers, 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 (11-15) of this article, unless agreed otherwise in writing between the Private Employment Agency and the User Company.

11. If and to the extent that the User Company enters into an employment relationship with a special Flexworker (not being Unique to the extent trading under the name of 'Technicum') posted to it on the basis of an Assignment for an indefinite period of time, before said Flexworker has performed 2080 hours of work on the basis of said Assignment, a fee will be payable by the User Company to the Private Employment Agency equal to 40% of the most recently applicable User Company Fee for 2080 hours minus the hours already worked by the relevant Flexworker on the basis of the Assignment.
12. If and to the extent that the User Company enters into an employment relationship with a special Flexworker (being Unique to the extent trading under the name of 'Technicum') posted to it on the basis of an Assignment for an indefinite period of time, before said Flexworker has performed 3200 hours of work on the basis of said Assignment, a fee will be payable by the User Company to the Private Employment Agency equal to 40% of the most recently applicable User Company Fee for 3200 hours minus the hours already worked by the relevant Flexworker on the basis of the Assignment.
13. If the User Company enters into an employment relationship with a special Flexworker posted to it on the basis of an Assignment for a limited period of time, a fee will be payable by the User Company equal to 40% of the most recently applicable User Company Fee (calculated on the basis of the agreed hours) for the remaining duration of the Assignment or, in the event of an Assignment which can be terminated early, for the notice period not observed. The foregoing will apply on the understanding that the User Company will at all times pay at least the fee referred to in paragraphs 11 and 12 of this article.
14. The User Company will also pay the fee referred to in paragraph 11, paragraph 12 or paragraph 13, as the case may be, if the special Flexworker applies for a job with the User Company directly or through third parties, within twelve months after termination of the Posting to the User Company (irrespective of whether this was based on an Assignment for a limited

or an indefinite period of time), or if the User Company contacts the special Flexworker directly or through third parties within six months of termination of the Posting to the User Company, and the User Company enters into an employment relationship with the relevant special Flexworker.

15. If the User Company had initially established contact with a special Flexworker through the intermediary services of the Private Employment Agency, for example because the special Flexworker was introduced to it by the Private Employment Agency, and the User Company enters into an employment relationship with said special Flexworker within twelve months of the contact having been established without an actual Posting being concluded, a fee will be payable by the User Company equal to 40% of the User Company Fee that would have applied to the relevant special Flexworker if the Posting had been concluded, all for a period of 2080 hours and 3200 hours for a special Flexworker (being Unique to the extent trading under the name of 'Technicum'). The User Company will also owe this payment if the special Flexworker approaches the User Company directly or via third parties and/or applies for a job to the User Company 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 in respect of the relevant special Flexworker on the amount of the User Company Fee as well as the hours to be worked, the User Company will forfeit to the Private Employment Agency an immediately payable lump sum, without any additional demand or notice of default being required, in the amount of EUR 25,000, exclusive of VAT, without prejudice to the Private Employment Agency's right to claim full damages.

Article 15 Time registration and invoicing

1. Invoicing will take place on the basis of the time registration method agreed with the User Company and, furthermore, on the basis of the provisions of the Assignment of these General

Terms and Conditions. Unless agreed otherwise in writing, time registration will be in digital form. If time registration is in digital form, the provisions of articles 35-41 of these General Terms and Conditions will apply as well.

2. If certain information is to be stated in the invoice for which the Private Employment Agency depends on information provided by the User Company, and the User Company fails punctually and/or fully to provide such information to the Private Employment Agency, the Private Employment Agency will be entitled to send the invoices to the User Company without stating such information, and the invoice will be deemed to be complete.
3. Any other costs may be invoiced by the Private Employment Agency in accordance with the procedure agreed between the parties or the provisions of these General Terms and Conditions.
4. The User Company will arrange correct and complete time registration and will be required to ensure, or cause a third party to ensure, that the information included therein in relation to the Flexworker is recorded correctly and truthfully. Such information will include: the name of the Flexworker, the number of hours worked, overtime, irregular hours, and shift work hours, the other hours for which the User Company Fee is payable pursuant to the Assignment and the conditions, any supplements and any expenses actually incurred.
5. If the User Company submits the time registration or is to verify the hours entered by the Flexworker before the Private Employment Agency will pay and invoice the relevant hours, it will ensure that it will verify the correctness and completeness of the time registration and, where necessary, supplement and correct same, by no later than 05:00 p.m. on the Tuesday following the end of the week to which the time registration or verification relates. The User Company will thereby take into account any shifted hours or hours cancelled (by the Flexworker). The User Company will be deemed to have approved a time registration, and will not be able to correct such time registration at a later stage, except with the consent of the

Private Employment Agency, if it has failed to correct and approve a time registration presented to it (in accordance with the foregoing provisions) in good time. In such event, the Private Employment Agency will pay the Flexworker and invoice the User Company. In such event, the User Company will be required to pay the hours invoiced to the Private Employment Agency.

6. Before the User Company submits the time registration, it will give the Flexworker the opportunity to check it. If and to the extent that the Flexworker disputes the information stated in the time registration, the Private Employment Agency will be entitled to determine the hours and costs in accordance with the Flexworker's statement, unless the User Company can demonstrate that the information stated by it is correct.
7. The the Private Employment Agency's request, the User Company will give access to the User Company's original time registration and provide the Private Employment Agency with copy thereof.
8. If time registration takes place by means of timesheets to be submitted by the Flexworker, the User Company will retain a copy of the timesheet. In the event of a difference between the timesheet submitted by the Flexworker to the Private Employment Agency and the copy retained by the User Company, the timesheet submitted by the Flexworker to the Private Employment Agency will serve as conclusive evidence for settlement purposes, save evidence to the contrary to be provided by the User Company.
9. If a Flexworker has been posted to the User Company on the basis of an On-Call Contract and/or Unpredictable Hours, the working times planned for the work to be performed by the Flexworker may be changed or cancelled by the User Company free of charge up to four calendar days prior to such working times. In the event of a change or cancellation within four (4) calendar days prior to the original working times, the Private Employment Agency will be entitled to charge the User Company for such changed or cancelled hours.

Article 16 Flexworker intellectual and industrial property

1. At the User Company's request, the Private Employment Agency will cause the Flexworker to sign a written declaration in order - to the extent necessary and possible - to arrange and promote that all intellectual and industrial property rights in the results of the Flexworker's work will accrue, or will be transferred, to the User Company. If, in connection with the foregoing, a fee is payable by the Private Employment Agency to the Flexworker, or costs are otherwise to be incurred by the Private Employment Agency, the User Company will pay an equal fee or reimburse equal costs to the Private Employment Agency.
2. The User Company will be free directly to enter into an agreement with the Flexworker or to submit a declaration for the latter to sign in respect of the intellectual and industrial property rights referred to in paragraph 1 of this article. The User Company will notify the Private Employment Agency of its intention to do so and provide copy of the agreement or declaration drawn up to that effect to the Private Employment Agency.
3. The Private Employment Agency will not be liable to the User Company for any fine or penalty to be forfeited by the Flexworker or any damage to be suffered by the User Company as a result of reliance by the Flexworker on any intellectual and/or industrial property right or failure by the Flexworker to perform the obligations agreed in that respect with the Private Employment Agency and/or the User Company.

Article 17 Flexworker confidentiality

1. At the User Company's request, the Private Employment Agency will require the Flexworker to keep confidential all such information as may come to his knowledge or as he may become aware of in the performance of the work, unless the Flexworker is subject to a statutory duty to disclose.
2. The User Company will be free directly to require the Flexworker to observe confidentiality. The User Company will notify the

Private Employment Agency of its intention to do so and provide copy of the declaration or agreement drawn up to that effect to the Private Employment Agency.

3. The Private Employment Agency will not be liable in any way whatsoever for any fine, penalty or damage on the part of the User Company as a result of a violation by the Flexworker of the confidentiality obligation, irrespective of any provision agreed between the User Company and the Flexworker in that respect.

Article 18 Employee participation

1. The User Company will be required to give a Flexworker who is a member of the works council of the Private Employment Agency or of the works council of the User Company the opportunity to exercise such employee participation rights in accordance with the applicable laws and regulations.
2. If the Flexworker exercises employee participation rights within the User Company's business, the User Company Fee will also be payable by the User Company for the hours during which the Flexworker performs activities during working hours or attends training in connection with the exercise of his employee participation rights.
3. The User Company declares that it is aware of its duties to provide information pursuant to the Works Councils Act [*Wet op de ondernemingsraden*] (hereinafter: WOR) regarding the (expected) deployment of Flexworkers within its business. If and to the extent that the User Company wishes to base the information to be provided pursuant to these obligations on information provided or to be provided by the Private Employment Agency, such provision of information will not extend beyond the obligation pursuant to the WOR.

Article 19 Provision of items

1. Under certain conditions, the User Company will be permitted to provide items to a Flexworker for purposes of performance of the work. The User Company will be required to arrange adequate insurance both for the relevant items and for the

Flexworker as their user. The Private Employment Agency will not be liable for any damage caused by the Flexworker to or with, or ensuing from incorrect or excessive use of, any such item.

2. The User Company may make a car available to the Flexworker subject to the prior written consent of the Private Employment Agency. To that end, the User Company will punctually submit all the necessary information for purposes of the additional tax liability, if any. In accordance with paragraph 1 of this article, the User Company will be required to arrange adequate insurance both for the car and for the Flexworker as its user. The Private Employment Agency will not be liable for any damage caused by the Flexworker to or with, or ensuing from incorrect or excessive use of, any such car.
3. Before a car is made available by the User Company, the Flexworker must authorise the Private Employment Agency in writing to deduct any traffic fines from the Flexworker's salary. The Private Employment Agency will not do so until after submission of proper written evidence of a fine by the User Company.
4. If the User Company acts contrary to the provisions of paragraph 1 and/or paragraph 2 of this article and/or fails to comply with any conditions attached to the consent required pursuant to paragraph 1 and/or paragraph 2 of this article, all the resulting damage, costs and (tax) consequences, in the broadest sense, will be at the expense and risk of the User Company. The User Company will indemnify the Private Employment Agency and its affiliates in that respect.

Article 20 WAADI-related obligations

1. The User Company expressly declares to be aware of Article 8b of the Placement of Personnel by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs*] (hereinafter: WAADI) and will ensure that Flexworkers have the same access to the company facilities or services at its business, in particular canteens, childcare and transport facilities, as the employees in its own employ in

the same or similar jobs, unless the difference in treatment is justified for objective reasons.

2. The User Company expressly declares to be aware of Article 8c of the WAADI and will ensure that any vacancies that arise within its business will be clearly communicated to the Flexworker in time, so that the latter will have the same chance of an employment contract for an indefinite period of time as its own employees.
3. The User Company expressly declares to be aware of Article 10 of the WAADI. The Private Employment Agency will not be permitted to post Flexworkers to the User Company or to any part of the User Company's business where a strike, lock-out or sit-down strike is taking place. The User Company will fully inform the Private Employment Agency in good time of any (expected) organised or spontaneous collective actions, including - but not limited to - a strike, lock-out or sit-down strike, failing which it will indemnify the Private Employment Agency against any third-party claims in that respect.
4. The User Company expressly declares to be aware of Article 12a of the WAADI. Before commencement of the Posting, the User Company will provide written or electronic information to the Private Employment Agency on the terms of employment.

Article 21 Transition of Flexworkers

If the User Company requests the Private Employment Agency to hire Flexworkers, the Private Employment Agency will at all times be entitled to attach further conditions to such request (such as the performance of the allocation function) or to refuse to comply with the request. The User Company will in any event be required to inform the Private Employment Agency of any successive employership (within the meaning of Article 7:668a of the Dutch Civil Code).

Part C: Recruitment and Selection

Article 22 Recruitment and Selection Fee

1. The Recruitment and Selection Fee payable in consideration of Recruitment and Selection

Assignments will consist of a percentage subsequently to be determined of the all-in gross annual income on the basis of full-time employment of the selected Candidate, as prevailing between the Candidate and the User Company after the Candidate enters its employ. The all-in gross annual income of the selected Candidate will be understood to include all income components, such as the annual salary, holiday allowance, end-of-year (13th, 14th and/or 15th-month) bonuses, fixed annual gratification, profit distribution, commission, guaranteed commission and the notional tax addition for goods provided (including a car). The calculation of the annual income will be based on full-time employment as prevailing at the User Company, irrespective of whether the candidate enters into a full-time or a part-time employment 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 EUR 6,000 per scheme (profit distribution and/or commission) will be added to the income.

2. If and to the extent that a selected Candidate directly starts performing work and/or services for the User Company without entering its (salaried) employ, the Recruitment and Selection Fee payable will consist of a percentage subsequently to be determined of the Candidate's all-in fee for the work/services to be performed by him, all on an annual basis and based on a 40-hour week. If such a calculation is impossible, the Recruitment and Selection Fee payable will be set at a minimum amount of EUR 7,500.
3. The Recruitment and Selection Fee will cover the costs of the selection procedure carried out by the Private Employment Agency. Any and all additional costs, such as the travel expenses incurred by the selected Candidate in connection with the meetings held with the User Company, costs relating to a (psychological) test and advertising costs will be payable by the User Company.
4. If the Assignment is revoked after the Private Employment Agency has introduced a selection

of one or more Candidates, the hours already invested will be charged at a rate of EUR 100 per hour, exclusive of VAT, subject to a minimum of EUR 1,000, exclusive of VAT, per Candidate.

5. If and to the extent that, after performance of the Assignment - contrary to expectations - no (employment) contract is concluded between the Candidate and the User Company, the Recruitment and Selection Fee referred to above will be payable by the User Company. Even in the event of (early) termination of the (employment) contract or the cooperation with the Private Employment Agency will the User Company be required to pay the Recruitment and Selection Fee. Any Recruitment and Selection Fee already paid will not be refunded by the Private Employment Agency.

Article 23 Choice of Candidate

The Private Employment Agency will use its knowledge of the labour market to find a suitable Candidate for the job indicated by the User Company and/or work to be performed at the User Company. In this respect, the Private Employment Agency will be under an obligation to perform to the best of its ability [*inspanningsverbintenis*] vis-à-vis the User Company. The User Company will at all times decide whether or not to offer a Candidate selected by the Private Employment Agency an (employment) contract.

Article 24 Entering into an (employment) contract with an introduced Candidate

1. The User Company will not be permitted to employ a Candidate offered or introduced in any way by the Private Employment Agency or have such Candidate perform work, directly or indirectly, within six (6) months of revocation, expiry, termination or failure of the Recruitment and Selection Assignment in respect of the Candidate introduced.
2. In the event of violation or non-performance by the User Company of the foregoing paragraph, the User Company will forfeit to the Private Employment Agency, without any further notice of default being required, an immediately

payable amount equal to EUR 25,000, exclusive of VAT, without prejudice to the Private Employment Agency's right to claim full damages.

Part D: Planning

Article 25 Planning procedure

1. Before the planning work can be carried out for the first time, the Parties will discuss the desired planning structure, execution and management. The Parties will record the aforementioned arrangements in writing for approval by the User Company. Any changes to the structure, execution and management will be agreed in writing.
2. The Private Employment Agency will arrange the calling of Flexworkers working on the basis of an On-Call Contract and/or Unpredictable Hours based on the information on the staffing needs as provided by the User Company. Such information must be provided in good time reasonably to enable the Private Employment Agency to dispatch the call or the revocation/change thereof in good time and in accordance with the applicable laws, taking into account the business hours prevailing at the Private Employment Agency. If all or part of a requested shift is revoked within four (4) calendar days before commencement thereof, the provisions of article 15, paragraph 9, of these General Terms and Conditions will apply.
3. The fee payable in consideration of the planning will be recorded in the Assignment. If and to the extent that the Assignment does not state any fee, the fee stated in the Private Employment Agency's offer will apply, unless either party can demonstrate that a different fee had been agreed. The provisions of article 12, paragraphs 4 to 6 inclusive, of these General Terms and Conditions on the possibility to change the fees will apply *mutatis mutandis*.
4. Unless agreed otherwise in writing, the Assignment for planning will be entered into for an indefinite period of time, subject to a notice period of one (1) calendar month. Notice of

termination must be given in writing with effect from the end of a calendar month.

5. The User Company will be required to provide the Private Employment Agency with an overview of its staffing needs on the Private Employment Agency's demand within the term set for that purpose by the Private Employment Agency. Such overview must specify the work locations, requested qualifications, working times and any other relevant information (whether or not requested by the Private Employment Agency). Furthermore, the User Company must indicate whether there will be an On-Call Contract or Unpredictable Hours or Predictable Hours, stating the associated arrangements as to reference days and reference times, or working times, as the case may be.
6. If the Assignment will also include the planning of the User Company's own staff or other persons working for it other than through the Private Employment Agency, the User Company will be required to inform the Private Employment Agency about the availability and qualifications of such persons and any other information required for the planning within the term set for such purpose by the Private Employment Agency. The User Company will notify the Private Employment Agency in good time of any changes (for example as a result of leave or absenteeism). For the User Company's own staff or any other persons working for it other than through the Private Employment Agency, the User Company will be the point of contact in respect of qualifications, availability, leave and absenteeism.
7. The planning will be drawn up on the basis of the overviews referred to in paragraph 4 of this article and - where applicable - the information referred to in paragraph 5 of this article. When the planning is ready, it will be made available to the User Company. If the planning shows that it is likely that the staffing needs cannot be met in full for certain times or periods, the Private Employment Agency will notify the User Company as soon as possible.
8. If the User Company does not agree to the planning or wishes to submit change requests,

it must notify the Private Employment Agency thereof within the agreed term (or, if no term has been agreed, promptly after the planning is made available or immediately after becoming aware of the adjustments), so as to enable the Private Employment Agency - where reasonably possible - to adjust the planning. The absence of any notification from the User Company in good time will be construed as approval by the User Company of the planning, which will then be deemed adopted. Any change requests will be subject to the provisions of article 15, paragraph 8, of these General Terms and Conditions.

9. For purposes of the planning, the Private Employment Agency will use Digital Processes. The User Company will only be granted a right to use such Digital Processes subject to the provisions of articles 34 to 41 inclusive of these General Terms and Conditions.

Part E: General provisions

Article 26 Non-discrimination

1. The Private Employment Agency recruits and selects Flexworkers on the basis of their skills and competencies. The User Company and the Private Employment Agency will not make any prohibited distinctions based on religion, personal beliefs, political affinity, gender, race, nationality, sexual orientation, civil status, handicap, chronic disease, age, or on any ground whatsoever. The User Company and the Private Employment Agency will only set requirements that are relevant to the job and will only take those requirements into consideration when issuing or executing the Assignment, and in the selection and treatment of Flexworkers and Candidates. The Private Employment Agency advocates, and wishes to contribute to, a labour market where everyone has equal opportunities and there is no room for discrimination. More information on our non-discrimination policy can be found at <https://rgfstaffing.nl/antidiscriminatie-statement>. The Private Employment Agency will expect you, as the User Company, to treat our

Flexworkers the same as your own employees, and not to engage in any impermissible discrimination either.

2. In the event of violation by the User Company of the obligation set forth in paragraph 1 of this article, the Private Employment Agency will, without any notice of default being required, be entitled promptly to dissolve the Assignment and file a report with the competent authorities, without any liability vis-à-vis the User Company arising on its part to pay damages.

Article 27 Personal data

1. The User Company will observe confidentiality in respect of, and more in particular process in accordance with the General Data Protection Regulation and related laws and regulations, all (personal) data of a Flexworker and/or a Candidate as may be disclosed by the Private Employment Agency either prior to or during the Assignment.
2. The User Company will not require any data from the Private Employment Agency that the Private Employment Agency is not authorised to provide and/or process. The User Company will be the controller in respect of the processing of the data provided by the Private Employment Agency to the User Company. The User Company must ensure that personal data will be provided to the Private Employment Agency by it only if and to the extent that the User Company is authorised 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 User Company will be required promptly - but in any event within 24 hours of discovery - to notify the Private Employment Agency.
4. The User Company will indemnify the Private Employment Agency and its affiliates against any claims brought (by Flexworkers, Candidates, user company staff or other third parties) against the Private Employment Agency in connection with a violation of the obligations imposed on the User Company pursuant to the provisions of paragraphs 1 and/or 2 of this article and will compensate the

Private Employment Agency for any and all costs incurred in that respect.

5. The Private Employment Agency will process the personal data of the User Company's employees or representatives in accordance with the privacy statement
6. The Private Employment Agency will be entitled to amend the private statement. The most recent privacy statement can be viewed on the Private Employment Agency's website.

Article 28 User Company's verification and retention duty

1. The User Company declares that it is aware of the laws and regulations on establishing the identities of persons working for its business. The User Company will be under the obligation to establish the identity of every person working for it (including Flexworkers and Candidates) and, to that end, will carry out a careful check of an original identity document within the meaning of Article 1(1)-(3) of the Compulsory Identification Act [*Wet op de identificatieplicht*], in accordance with the step-by-step verification duty plan, which can be found at <https://www.nlarbeidsinspectie.nl/onderwerpen/stappenplan-verificatieplicht>. Furthermore, the User Company will be required to establish whether the person in question is entitled to perform work in the European Netherlands pursuant to Article 2 of the Foreign Nationals (Employment) Act [*Wet arbeid vreemdelingen*]. If the person in question is a foreign national within the meaning of Article 15 of the Foreign Nationals (Employment) Act, the User Company must include a copy of the original identity document in its records. If the person in question is not a foreign national, the User Company may not include a copy of the original identity document in its records, but the User Company must include proof that the identity has been established in accordance with the step-by-step verification duty plan in its records.

Article 29 Information and confidentiality

1. The User Company will be required to provide the Private Employment Agency, on the latter's demand and free of charge, with all such documents and information and all such cooperation as may be necessary to enable the Private Employment Agency to carry out the Assignment and/or any other agreements 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 User Company, 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 Private Employment Agency will be entitled when, or for purposes of, recruiting Candidates, to use the User Company's (trade) name, (figurative) marks, logos or slogans.
4. Any information provided by the Private Employment Agency to the User Company free of charge, other than in an Assignment, other agreement or invoice, such as presentations, reports and suggestions, will be for information purposes only. No rights can be derived from the correctness and/or completeness of any such provision of information.
5. Neither Party will disclose any confidential information of or about the other party, its activities and relationships, which has come to their knowledge as a result of, or in connection with, the Assignment, to any third parties, unless disclosure of such information is necessary for purposes of proper performance of the Assignment or either or both parties are under a statutory duty to disclose.

Article 30 Private Employment Agency's best efforts obligation and liability

1. The Private Employment Agency will be required to perform to the best of its ability in order properly to perform the Assignment and/or any other agreements. If and to the extent that the Private Employment Agency fails to perform this obligation, the Private Employment Agency

will, with due observance of the provisions of paragraphs 2 and 3 of this article below and elsewhere in these General Terms and Conditions, be liable to compensate any direct damage that may arise on the part of the User Company as a result, provided that the User Company lodges a written complaint with the Private Employment Agency as soon as possible, but in any event within fourteen (14) days of occurrence or discovery of such direct damage, demonstrating that the direct damage is the direct result of an attributable failure on the part of the Private Employment Agency.

2. In no event will the Private Employment Agency be liable for any indirect damage, including consequential damage, lost profits, lost savings, penalties, reputational damage or damage as a result of business interruption.
3. Any liability on the part of the Private Employment Agency as a result of these General Terms and Conditions, the Assignment and/or any other agreements and/or the law will be limited to the User Company Fee to be charged by the Private Employment Agency to the User Company in consideration of performance of the Assignment, all for the agreed term of the Assignment, subject to a maximum of three months and - for an Assignment for Posting of a Flexworker - up to the agreed number of working hours.
4. In no event will the maximum amount to be paid out by the Private Employment Agency exceed EUR 100,000 per calendar year. Moreover, in no event will the Private Employment Agency's liability exceed the amount to be paid out by its insurance in the relevant situation.

Article 31 Payment and consequences of non-payment

1. The Private Employment Agency will be entitled to assign its invoicing rights (in respect of claims) to a company affiliated with it within its group. To the extent necessary, the User Company will be deemed to have agreed thereto.
2. Invoicing must take place by post or in digital form. The User Company will be required to pay any invoice submitted by the Private

Employment Agency within fourteen (14) calendar days of the invoice date.

3. In the event of late payment of an invoice by the User Company, the User Company will be in default as from the time of expiry of the payment period, without any further notice of default being required. As from the date of default, interest will be payable by the User Company equal to 1% per calendar month, part of a month being counted as a full month. The copy of the invoice sent by the Private Employment Agency will constitute proof of expiry of the payment period, payability of the interest and the day on which accrual of interest commences.
4. If the User Company is in default of payment of an invoice the payment period of which has expired as referred to in paragraph 2, the (remaining) payment period of any invoices after the date on which the User Company is in default will - in derogation of the provisions of paragraph 2 of this article - be zero (0) days. Any such invoices will, therefore, be immediately due and payable.
5. The User Company will not be entitled to suspension of payment or setoff.
6. Only payments made to Private Employment Agency or to a third party designated by the Private Employment Agency in writing will discharge the User Company from its obligations. Payments made to Flexworkers or the provision of advance payments to Flexworkers will not be binding and can in no event constitute ground for debt settlement or setoff.
7. Any objections against an invoice must, on pain of forfeiture of rights, be submitted to the Private Employment Agency in writing, accurately stating the reasons, within fourteen (14) calendar days of the invoice date. The burden of proof in respect of punctual submission of the objection will lie with the User Company.
8. If an invoice does not correspond with the User Company's administrative records relating to the services provided by the Private Employment Agency, and the User Company punctually submits an objection in accordance with the provisions of paragraph 7 of this article, the parties will consult in this respect promptly

upon receipt of the objection. Pending the outcome of such consultation, the User Company will pay the undisputed part of the invoice to the Private Employment Agency on or before the due date of the invoice. As soon as the User Company and the Private Employment Agency have reached agreement on this invoice, they will settle the remaining invoice amount within eight (8) days. If the User Company and the Private Employment Agency fail to reach agreement within fourteen (14) days of the due date of the invoice, the Private Employment Agency will be entitled to collect the invoice and the provisions of paragraph 3 of this article will fully apply.

9. If the User Company's financial position and/or payment behaviour give cause to do so, all at the discretion of the Private Company, the Private Employment Agency may unilaterally, either temporarily or permanently, change the contractual payment period or the User Company Fee or require the User Company 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 Private Employment Agency. Security may be requested for both existing and future obligations; an advance payment may be requested for future obligations only. The scope of the security requested and/or the advance payment requested must be in proportion to the scope of the relevant obligations on the part of the User Company. If the User Company fails to make the advance payment referred to above or to provide the required security within the term set by the Private Employment Agency, the User Company will be in default without any further notice of default being required and the Private Employment Agency will be entitled to suspend performance of all its obligations or to terminate any and all Assignments and/or other agreements with the User Company without any liability to pay damages to the User Company arising on its part. All the Private Employment Agency's claims will become immediately due and payable as a result of any such termination.

10. All judicial and extrajudicial costs (of collection) incurred by the Private Employment Agency as a result of failure by the User Company to perform its obligations under this article or any other obligation will be fully payable by the User Company. The compensation of extrajudicial costs will be fixed at 15% of the principal sum due, inclusive of VAT and interest (subject to a minimum of EUR 2,500 per claim), unless the Private Employment Agency has demonstrably incurred higher costs. The fixed compensation will at all times be due by the User Company as soon as the User Company is in default and will be charged without any further evidence being required.
4. h. the VAT and the total amount invoiced. The Private Employment Agency will check the invoice. Subsequently, the Private Employment Agency will inform the User Company whether or not the invoice corresponds with the data in the time registration and meets the requirements of paragraph 2 of this article. If the invoice does not correspond with the data in the time registration and/or does not meet the requirements of paragraph 2 of this article, the User Company will arrange adjustment of the invoice so as to correspond with the data in the time registration and to meet the requirements of paragraph 2 of this article, so that the adjusted invoice will be sent to the Private Employment Agency not later than in the week in which the Private Employment Agency has informed the User Company accordingly.

Article 32 Self-billing and pro forma invoicing

1. Self-billing is understood as the issuing by the User Company of an invoice to the Private Employment Agency. Pro forma invoicing is understood as the issuing in advance of a pro forma invoice to the Private Employment Agency, followed by an invoice from the Private Employment Agency to the User Company. The provisions of the following paragraphs of this article will apply in addition to the provisions of article 31 of these General Terms and Conditions if and to the extent that the User Company and the Private Employment Agency have agreed self-billing or pro forma invoicing in writing only:
2. The User Company will send the Private Employment Agency weekly invoices for the preceding week, corresponding with the data in the time registration.
3. Any invoice for Assignments must in any event include information:
 - a. the name of the Flexworker;
 - b. the week in which the Flexworker has worked;
 - c. the hourly rate;
 - d. the hours worked;
 - e. any expense allowances, supplements and/or benefits;
 - f. if charged separately: reduction of working hours (ADV) supplement;
 - g. the total amount per Flexworker; and
5. If pro forma invoicing has been agreed, the Private Employment Agency will, upon receipt of a correct pro forma invoice, send the User Company an identical invoice for the total amount stating the relevant week number.
6. If and to the extent that the User Company fails to perform its obligations to send invoices as referred to in paragraphs 1 to 3 inclusive of this article, the Private Employment Agency will be entitled, even without having received an invoice, to invoice the User Company. If certain information is to be stated in the invoice for which the Private Employment Agency depends on information provided by the User Company, and the User Company fails punctually and/or fully to provide such information to the Private Employment Agency, the Private Employment Agency will be entitled to send the invoices to the User Company without stating such information. In such event, the invoice will be deemed to be complete.

Article 33 User Company liability

1. If the User Company fails, or fails punctually or properly, to perform its obligations ensuing from these General Terms and Conditions, the Assignment and/or any other agreements, the User Company will be liable to compensate all such damage as the Private Employment Agency may suffer as a result (including all legal

fees and fines), without any prior notice of default being required. The User Company will confirm in advance that it will indemnify the Private Employment Agency and its affiliates, if and to the extent necessary.

2. The foregoing will apply without prejudice to any other claims that the Private Employment Agency may bring, such as invoking dissolution the Assignment and/or any other agreements . The provisions of this article will have general application, both - where necessary additionally - in respect of subjects for which the liability for damages is already separately laid down in these General Conditions, the Assignments and/or any other agreements, and for subjects for which it is not.

Article 34 Digital Processes and procedure

1. Digital Processes may be used for purposes of communication, data exchange and performance of (legal) acts (such as digital approval) within the framework of the services on the part of the Private Employment Agency and the User Company. In such event, the Private Employment Agency will provide the User Company with a User Name and Access Code, with which it can log in. Legal acts will - whether or not in derogation of the relevant statutory provisions - be carried out using the Digital Processes and in accordance with the instructions issued in that respect by the Private Employment Agency.
2. The registration of information exchanged through the Digital Processes and any (legal) acts performed in or through the Digital Processes will be conclusive as regards the content and the time of receipt and/or transmission of the information and the (legal) act performed.
3. The Private 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 registration) system. In such event, the Private Employment Agency will not be liable for compensation of any costs or damage incurred or sustained by the User Company in that respect.

Article 35 Use of Digital Processes

1. The User Company warrants that the User Name and Access Code allocated to it are disclosed to authorised employees of the User Company only. The User Company will not be permitted to allow any third parties (other than the aforementioned authorised employees) to log in. The User Company will be fully liable for the use of its User Name and Access Code, irrespective of whether such use takes place with or without its consent. Any (legal) acts performed following a logon using the User Name and Access Code provided to the User Company will be deemed to constitute (legal) acts performed by the User Company, even if the User Company states that these have been performed without permission and/or by a non-authorised employee or third party.
2. The User Company will promptly notify the Private Employment Agency of any abuse of the User Name and Access Code provided to it.
3. The User Company will be required to take appropriate measures in respect of the correct and uninterrupted use of, and the prevention of damage to, the Digital Processes, including the Data and Files they contain. The User Company will not be permitted to cause nuisance for the Private Employment Agencies or for third parties through its use of the Digital Processes.
4. If the Private Employment Agency so requests, the User Company will render its cooperation in the setup and provision of the Digital Processes to the User Company.
5. The User Company and the Private Employment Agency will each bear their own costs of use and provision of the Digital Processes.
6. The User Company will be required to use the Digital Processes in accordance with the applicable laws and regulations and the directions and instructions issued for that purpose by the Private Employment Agency, including any amendments or additions. The Private Employment Agency may, but will not be under any obligation to, provide support in the use of the Digital Processes at the User Company's request. In any event, before submitting a request for support to the Private

Employment Agency, the User Company must first have made an effort to answer any questions based on the directions and instructions issued.

7. If the User Company fails to use the Digital Processes in accordance with the directions and instructions issued, the Private Employment Agency will be entitled - without prejudice to its other rights - to suspend or permanently discontinue the use of the Digital Processes. If, in connection with the provision of its services to the User Company, the Private Employment Agency has to incur any additional costs or spend any additional time as a result of incorrect use of Digital Processes by the User Company, the Private Employment Agency will be entitled to charge such additional costs.

Article 36 Information security and security of Digital Processes

1. Any and all activities performed by the User Company through the Digital processes must be free from viruses, worms, bots, Trojan horses or any other software that may damage, render unusable or inaccessible, delete or appropriate any computerised works, Data and Files. Furthermore, the User Company will not be permitted to disrupt the Digital Processes.
2. The User Company will be under the obligation to take adequate measures to avoid a variety of threats in respect of all resources, Data and Files used by it. In addition, the User Company must secure its systems such that unauthorised parties cannot gain unauthorised access to the relevant system.

Article 37 Access to the Digital processes, malfunctions and interruptions

1. The Private Employment Agency will perform to the best of its ability to remedy any technical shortcomings, interruptions and/or malfunctions in the access to the Digital Processes as soon as possible. The Private Employment Agency can, however, not warrant that its Digital Processes will at all times be accessible without interruption and/or malfunctions and can, therefore, not be held liable for any damage as a result of technical

shortcomings, interruptions and/or malfunctions in the access to the Digital Processes. Furthermore, the Private Employment Agency will not be liable for potentially adverse interferences of the Digital Processes with the system and/or the software of the User Company or any third parties.

2. The Private Employment Agency will be entitled, either temporarily or permanently, to render the Digital Processes inoperable, to restrict and/or terminate same, without any liability arising on its part for damage as a result thereof.

Article 38 Intellectual property rights in Digital Processes

1. The User Company is aware that the Digital Processes, including the Data and Files they contain, are the property of the Private Employment Agency and/or third parties and that they are protected by applicable laws on, *inter alia*, intellectual property rights (including copyrights, related rights, patents, database rights and trademark rights).
2. The Private Employment Agency will only grant the User Company the right to use the Digital Processes, including the Data and Files they contain, for purposes of communication, data exchange and the performance of (legal) acts (such as digital approval) within the framework of the services provided by the Private Employment Agency to the User Company and for purposes of its internal business processes. Upon termination of the services provided by the Private Employment Agency to the User Company, the use right will also end by operation of law. The User Company will not be permitted in any way whatsoever to make the Digital Processes, including the Data and Files they contain, available to third parties or to use same on behalf of third parties.
3. Nothing in these General Terms and Conditions or the Digital Processes, including the Data and Files they contain, purports to grant or transfer any intellectual property right to the User Company. The User Company will refrain from performing acts that may infringe any intellectual property right.

4. The User Company will not be permitted to remove, hide, obscure and/or modify any statements and/or notices relating to any intellectual property right.
5. The User Company's intellectual property rights (including copyrights, related rights, patents and trademark rights) in any data or files made available by or on behalf of it will not pass to the Private Employment Agency by the mere provision thereof in the Digital Processes.
6. By providing data and files in the Digital processes, the User Company accepts the risk that third parties may (unlawfully) use or abuse such data and files, all without any right on the part of the User Company, in any way whatsoever, to hold the Private Employment Agency of liable in that respect.
7. The User Company will fully indemnify the Private Employment Agency and its affiliates against any third-party claims in any way whatsoever arising as a result of and/or in connection with:
 - (i) the provision and/or use of Data and Files in the Digital Processes; and/or
 - (ii) the provision and/or use of User Company data and files.

The User Company will reimburse any costs (including actual legal fees) incurred by the Private Employment Agency in connection with any such claims.

Article 39 Check of Digital Processes

1. In order to safeguard the quality of the Digital Processes and/or the services as well as possible, the Private Employment Agency may have random checks carried out at any time.
2. To Private Employment Agency will arrange for the random checks referred to above to be carried out by one or more third parties selected by it, for which purpose such third parties will be granted access to the Data and Files provided through the Digital Processes. By providing the Data and Files in the Digital processes, the User Company expressly agrees to the foregoing. The Private Employment Agency will require the third parties to be engaged by it to observe confidentiality in respect of the Data and Files.

Article 40 Items on location and items on loan for use for purposes of Digital Processes

1. If any items are stored on the location of the User Company or a third party designated by the User Company and/or items are given on loan for use for purposes of the Digital Processes, the following provisions will apply:
2. The User Company will be required, at its own expense, to arrange any items such as electrical connections, network connections and an appropriate space for installation.
3. The User Company must ensure that the items are maintained in accordance with the use instructions provided.
4. Any damage, loss or theft of the items given on loan for use will be at the expense and risk of the User Company.
5. If any items do not perform properly and need to be repaired or restored, the related costs will be payable by the Private Employment Agency, unless:
 - a) at the Private Employment Agency's discretion, the items have been improperly and/or injudiciously by the User Company, its staff, the Flexworkers and/or any third parties; or
 - b) the User Company has performed, or caused the performance of, any work on the items without the written consent of the Private Employment Agency.
6. Unless an earlier date has been agreed, the right to use the items will end upon termination of the provision of services by the Private Employment Agency to the User Company. The User Company must return the items given on loan for use to the Private Employment Agency in good order at its own expense. If the items given on loan for use are not returned, or are not returned punctually, completely and/or in good order, to the Private Employment Agency, the costs of replacement of the items will be payable by the User Company.
7. Title to the items will expressly not pass to the User Company. The User Company will not be authorised to pledge the items to any third parties, otherwise to encumber same, or to transfer all or part of same to any third parties.

8. The intellectual property rights (including copyrights, related rights, patents, database rights and trademark rights) in the items and the associated know-how will be owned by the Private Employment Agency and/or the third parties engaged by it.

Article 41 Economic sanctions

The User Company warrants that it does not directly or indirectly act in contravention of any economic sanctions, and declares that its business, its board members and employees are not included in any sanctions lists and have never been the subject of any investigations, claims or proceedings related to economic sanctions.

Article 42 Applicable law and choice of forum

1. These General Terms and Conditions and all related offers, Assignments and/or other agreements will be exclusively governed by the laws of the Netherlands.
2. Any disputes that may arise as a result of or in connection with any legal relationship between the parties to which these General Terms and Conditions apply will, in the first instance, be exclusively decided by the competent court for the district of the Central Netherlands.

Article 43 Final provisions

1. The Private Employment Agency will be entitled to assign its rights and obligations under the

Assignment, these General Terms and Conditions and/or any other agreements to a third party. The User Company will not be permitted to assign its rights and obligations under the Assignment, these General Terms and Conditions and/or any other agreements to a third party. This prohibition will have property-law effect.

2. Dissolution the Assignment must be effected in writing, by registered post, stating the grounds on which such dissolution is based. Dissolution will not result in any mutual obligations to undo performances pursuant to Article 6:271 of the Dutch Civil Code. The Private Employment Agency will not be liable in any way whatsoever to hold the User Company harmless against the consequences of dissolution of the Assignment.
3. In the event of extraordinary circumstances (such as developments in laws and regulations and in applicable CLAs), whether foreseeable or not, as a result of which the Private Employment Agency cannot reasonably be required to continue the Assignment and/or any other agreements on the same conditions, the Private Employment Agency will be entitled to adjust or terminate the Assignment and/or other agreements with immediate effect, without any liability arising on its part vis-à-vis the User Company on account of adjustment or termination thereof.

These General Terms and Conditions were filed with the registry of the District Court for the Central Netherlands on 29 June 2023 under number 49/2023.



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