

The structure of these General Terms and Conditions is layered. The first section (I) is a general section that applies to all work performed by Logistic Force. This is followed by the terms and conditions that apply in addition to the general section to the following activities: (II) hiring personnel in and out (III) recruitment and selection.

I. Chapter 1 General

This section of the General Terms and Conditions applies to all activities, quotes, agreements, assignments and services of Logistic Force.

1. CLAUSE 1 DEFINITIONS

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

- 1.1. Temporary employment company: the private limited liability companies **Logistic Force Service Center B.V., LF Transport B.V., Workbus Dienstverlening B.V., Transport Masters B.V., Transport People ZH B.V., Logistic Force Uitzenden B.V., Logistic Force Uitzenden Transport B.V. and Logistic Force Secondment B.V.**, which assign workers to a hirer to perform work under the hirer's supervision and direction, other than pursuant to an employment contract concluded with the hirer.
- 1.2. worker: the natural person who, pursuant to a temporary employment contract and/or a secondment agreement (other than a payroll agreement), is employed by the company and performs or will perform work on behalf of, and under the supervision and direction of, the hirer.
- 1.3. hirer: the natural person or legal entity to whom workers are assigned by the company to perform work under its supervision and direction, other than pursuant to an employment contract concluded with the hirer.
- 1.4. temporary employment contract: the agreement, including the confirmation of assignment/confirmation of temporary employment, between the company and the hirer, setting out the specific terms and conditions under which a worker is assigned to carry out work on behalf of, and under the supervision and direction of, the hirer.
- 1.5. hiring rate: the hourly rate, unless otherwise agreed, which the hirer owes to the company for the assignment of a worker. It comprises labour costs, including wages, payroll tax and social security contributions, as well as a margin for the company's services.
- 1.6. temporary employment contract/secondment agreement: the employment contract, namely the temporary employment contract pursuant to Article 7:690 DCC or an employment contract other than the payroll agreement pursuant to Article 7:692 DCC, whereby a worker is assigned to the hirer to perform work pursuant to a temporary employment contract concluded between the hirer and the company, for the benefit of and under the supervision and direction of that hirer. The company is entitled to assign the worker to several clients without the hirer's consent, which means that the assignment is not exclusive.
- 1.7. Secondment company: the private limited liability companies **Logistic Force Detachering B.V. and Workbus Dienstverlening B.V.**, which assist clients, jobseekers, or both, in the search for work, or in recruitment and selection of workers, with the aim of establishing a direct contractual employment relationship between the client and the jobseeker.
- 1.8. confidential information: any oral, written or digital information provided by or on behalf of the hirer to the company and/or any of its affiliated companies in the context of the agreement (but excluding information that is in the public domain), including, but not limited to, all of the hirer's technology, processes and know-how, all business information, business plans and strategies, technical data, photographs, documents, drawings and sketches, customers, and all other information of any kind which the company should reasonably regard as confidential.
- 1.9. payroll company: the private limited liability companies **Logistic Force Payroll B.V. and Worktrans Dienstverlening B.V.**, which make payroll employees available to clients on the basis of a payroll agreement pursuant to Article 7:692 DCC.
- 1.10. payroll employee: any natural person not recruited and selected by the company and with whom the

company has entered into a payroll agreement pursuant to Article 7:692 DCC with the object of the exclusive assignment to the Client and to perform work under the supervision and direction of that Client.

- 1.11. payroll agreement: the payroll agreement as referred to in Article 7:692 DCC between a company and a payroll employee, on the basis of which the company has not performed any allocative function and the payroll employee is assigned exclusively to the hirer, meaning that the payroll employee may not be assigned to any other party without the hirer's consent.
- 1.12. job placement company: the private limited liability companies Logistic Force Recruitment B.V., Logistic Force Uitzenden B.V., Logistic Force Service Center B.V. and VIA Recruitment B.V., which assist clients, jobseekers, or both, in the search for work, or in recruitment and selection of workers, with the aim of establishing a direct contractual employment relationship between the client and the jobseeker.
- 1.13. client: any natural person or legal entity that makes use of the company's services, including the hirer.
- 1.14. job placement agreement: the agreement, including the confirmation of assignment, between a job placement company and a client and/or a jobseeker for the provision of the services referred to in paragraph 1.11.
- 1.15. Independent contractor placement company: the private limited liability companies **Logistic Force ZZP B.V.** and **VIA Smart Solutions B.V.**, which assist clients, independent contractors, or both, in the search for assignments, with the aim of establishing a direct contractual employment relationship between the client and the independent contractor or between the independent contractor placement company and the independent contractor (placement and/or intermediation).
- 1.16. Independent contractor placement agreement: the agreement, including the confirmation of assignment, between an independent contractor placement company and a client and/or an independent contractor for the provision of the services referred to in paragraph 1.14.
- 1.17. independent contractor: a self-employed person without employees.
- 1.18. agreement: the temporary employment agreement, payroll agreement, job placement agreement or independent contractor placement agreement.
- 1.19. company: the temporary employment company, payroll company, job placement company, or independent contractor placement company.
- 1.20. CBA: the most recent version of the Collective Bargaining Agreement for Temporary Workers of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU).
- 1.21. PAWW Foundation: the Private Unemployment Benefit Supplements and Wage-Related WGA Benefits Foundation [Stichting Private Aanvulling WW & WGA].
- 1.22. PAWW CBA: collective bargaining agreement Private Unemployment Benefit Supplements and Wage-Related WGA Benefits for the employment company industry.
- 1.23. WAADI: Placement of Personnel by Intermediaries Act [Wet allocatie arbeidskrachten door intermediairs en aanverwante wet- en regelgeving].
- 1.24. WML: Minimum Wage and Minimum Holiday Allowance Act [Wet minimumloon en minimumvakantiebijslag en aanverwante wet- en regelgeving].
- 1.25. DCC: Dutch Civil Code.
- 1.26. WAV: Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen] and related laws and regulations.
- 1.27. WID: Compulsory Identification Act [Wet op de identificatieplicht en aanverwante wet- en regelgeving] and related laws and regulations.
- 1.28. ATW: Working Hours Act [Arbeidstijdenwet] and related laws and regulations.
- 1.29. Working Conditions Act: the Working Conditions Act [Arbeidsomstandighedenwet] and related laws and regulations.
- 1.30. GDPR: the General Data Protection Regulation and related laws and regulations.
- 1.31. WOR: Dutch Works Councils Act [Wet op de ondernemingsraden].
- 1.32. the parties: the company and the client together.
- 1.33. party: the company or the client.
- 1.34. in writing: where the term 'in writing' is used, this also includes electronic communication, such as by e-mail.

- 1.35. All masculine-form terms and pronouns used in these General Terms and Conditions with reference to persons must be read and interpreted as including both the feminine and the non-binary forms.

2. CLAUSE 2 APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to every offer and quote issued by the company, and to every agreement between the company and the client to which the company has declared these terms and conditions applicable, as well as to any resulting deliveries and services of any nature whatsoever between the company and the client, insofar as the parties have not expressly deviated from these General Terms and Conditions in writing.
- 2.2. Any client with which an agreement has been entered into under these General Terms and Conditions will be deemed to have tacitly agreed to their applicability to any subsequent agreement concluded with the company.
- 2.3. The client's general terms and conditions, conditions of purchase, terms and conditions of hire or any other terms and conditions do not apply to the agreement, and the company is not bound by them.
- 2.4. These General Terms and Conditions may be unilaterally amended or supplemented by the company. By signing the agreement, the client hereby agrees to this. The amended General Terms and Conditions will then also apply to agreements already concluded, with due observance of a notice period of one month following written notification of the amendment.
- 2.5. If the company has not anticipated a particular situation in these General Terms and Conditions, the company reserves the right to amend these General Terms and Conditions, and the client hereby consents to this.
- 2.6. In the event of any inconsistency between the provisions of the agreement and these General Terms and Conditions, the provisions of the agreement will prevail. In the event of any inconsistency between the quote issued by the company and the provisions of the agreement and/or the General Terms and Conditions, the terms set out in the company's quote will prevail.
- 2.7. The client may not assign the agreement and the General Terms and Conditions to a third party without the company's prior written consent.
- 2.8. All arrangements of the agreement and the General Terms and Conditions will also be binding on any legal successors of the hirer and on the company's legal successors.

3. CLAUSE 3 CONCLUSION OF AN AGREEMENT

- 3.1. The agreement is concluded upon the client's written acceptance of the agreement and/or quote, or when the company actually assigns workers to the hirer and/or the company's services have otherwise commenced. All offers, regardless of how they are made, are non-binding and will lapse if they are not accepted by the client within fourteen (14) days of the date of the offer. Until an offer has been accepted, it may be withdrawn by the company.
- 3.2. The company's offers and quotes are based on the information provided by the client in the request. The client guarantees that the information, documents and items made available to the company by or on behalf of the client are correct, complete and reliable, even if they originate from third parties. All offers and agreements, and their performance, are based on this.
- 3.3. The specific conditions under which the services are performed by the company and provided to the client are set out in the agreement.
- 3.4. Any amendment or supplement to the agreement will only take effect once confirmed in writing by the company.
- 3.5. The agreement is concluded for a fixed term or indefinitely. If no arrangements have been made regarding the duration of the agreement, the agreement will be deemed to have been entered into for an indefinite term.

- 3.6.** An agreement entered into for a fixed term will be tacitly renewed for the same duration unless the client notifies the company in writing two months before the end of the agreement that it does not wish to continue the agreement.
- 3.7.** If an agreement is concluded using electronic means of communication, the absence of an original signature does not affect the binding nature of the agreement. The client will not contest the applicability or validity of these General Terms and Conditions on the grounds that the offer and/or acceptance took place electronically.
- 3.8.** If the agreement is concluded with two or more clients, each client will be jointly and severally liable for the performance of the obligations arising for them under that agreement and these General Terms and Conditions towards the company.
- 3.9.** The client will provide the company, prior to the commencement of the assignment, with all relevant information that may be of importance in the performance of the assignment.
- 3.10.** The company will not fail in its duty towards the client and will not be obliged to compensate any damages or losses if its efforts for any reason whatsoever do not result in the actual selection and/or deployment of a worker and/or independent contractor or do not achieve this result within the term desired by the client.
- 3.11.** The company is entitled at all times to refuse or return orders from the client and/or to rescind the agreement extrajudicially without a notice period being required if the company is of the opinion that the client's creditworthiness has proved to be insufficient. In the event of early termination of the agreement for this reason, the matter will be settled according to the status of the agreement at that time.
- 3.12.** The term of execution or delivery dates specified by the company are based, to the extent possible, on the circumstances applicable at the time the agreement was concluded. However, they will never be binding, nor will they be considered deadlines.

4. CLAUSE 4 INVOICING AND PAYMENT CONDITIONS

- 4.1.** All prices are in euros and exclusive of VAT and other government levies imposed specifically on the work.
- 4.2.** The company has the right to adjust its prices and rates.
- 4.3.** Only payments made directly to the company apply towards discharging the client.
- 4.4.** The client is not permitted to make direct payments or provide advances to the worker, regardless of why or how such occurs. Such payments and disbursements do not affect the company and provide no basis for any debt redemption or offsetting. The company will not be liable for any claim and/or damages, however described and on whatever grounds, regardless of who brings such a claim, if the client, in breach of the foregoing, nevertheless makes payments directly to the worker without the company's consent, or grants loans or advances to the worker in any form whatsoever.
- 4.5.** If the client contests an invoice, it must inform the company of this in writing within seven (7) calendar days after the date on which the relevant invoice was sent, upon pain of forfeiture of the right to contest. After this period, the client's right to contest an invoice lapses and the client will be deemed to have accepted the content of the invoice. The burden of proof regarding the timely submission of complaints rests with the client. Disputing the invoice does not release the client from its payment obligation and does not suspend that obligation.
- 4.6.** Payment must be made within the period specified on the invoice to a bank account designated by the company.
- 4.7.** If the client does not pay any amount it owes, or does not do so in full or on time, the client will be in default by operation of law with effect from the deadline for payment. From that point onwards, the client will also be liable to pay default interest at a rate of one and a half per cent (1.5%) per calendar month on the outstanding invoice amounts (with any part of a month counting as a full month), without prejudice to any further rights the company may have.
- 4.8.** All costs, both judicial and extrajudicial, including the costs of legal assistance, that the company must incur as a result of the client's failure to perform the payment obligations or other obligations towards the

company, as well as damages resulting from non-payment or late payment by the client to the company, will be borne in full by the hirer. The compensation for extrajudicial costs is set at fifteen per cent (15%) of the principal amount due, including (contractual) interest, with a minimum of EUR 1,000 per claim. This compensation will always be due by the client to the company – without the need for further proof – as soon as the company has sought legal assistance or has handed over the claim for collection.

- 4.9.** If – in the company's view – the client's financial position and/or payment behaviour call for such a request, the client will be obliged, upon the company's first written request, to:
- 4.a.** provide a direct debit authorisation; and/or
 - 4.b.** make an advance payment; and/or
 - 4.c.** furnish adequate security for the performance of the obligations towards the company by means of, for example, a bank guarantee or a pledge.

The amount of the security and/or advance payment requested will be proportionate to the relevant obligations on the part of the hirer.

- 4.10.** If the client has not responded to the company's request as referred to in Clause 4.9 of these General Terms and Conditions, or if a direct debit transaction fails, the client will be in default by operation of law without any notice of default being required. If the client is in default, the company will be entitled to suspend the performance of its obligations under the agreement or to immediately rescind any or all of the agreement extrajudicially, without the company being liable to pay the client compensation. All claims of the company against the client will become immediately due and payable as a result of any such extrajudicial rescission.
- 4.11.** Payment of an invoice by the client will be made without any discount, deduction or offsetting on the part of the client. The client is not entitled to suspend its payment obligations, even in the event of an alleged or established failure in the performance of the assignment by the company or the worker, nor in the event of non-performance, late performance or defective performance of the agreement and/or these General Terms and Conditions by the company.
- 4.12.** In the event of late or incomplete payment of any invoice amount by the client, the company will be entitled to suspend its obligations arising from the agreement and/or these General Terms and Conditions and/or to rescind the agreement with immediate effect, in whole or in part, without any notice period and/or judicial intervention being required, and without being liable to pay damages towards the client in any way.
- 4.13.** The company is entitled to deduct its claims against the client from any debts owed towards the client by any of the company's affiliates.

5. CLAUSE 5 RESCISSION

- 5.1.** If the client is in default with regard to the performance of an obligation under the agreement and/or these General Terms and Conditions, the company will be entitled – alongside the stipulations of the agreement and these General Terms and Conditions – to rescind the agreement with immediate effect, in whole or in part, without any notice period and/or judicial intervention being required, by means of registered letter, without being liable to pay damages towards the client in any way.
- 5.2.** The company is entitled, without any demand or notice of default being required, to rescind the agreement in whole or in part, with immediate effect, by registered letter if:
- 5.a.** the client and/or an affiliate applies for or is granted provisional or definitive suspension of payments;
 - 5.b.** the client and/or an affiliate applies for bankruptcy or is declared bankrupt;
 - 5.c.** the client is liquidated;
 - 5.d.** the client and/or any of its affiliates invoke the system under Act on the approval of a private composition for the prevention of bankruptcy [Wet Homologatie Onderhands Akkoord];
 - 5.e.** the client ceases its business;
 - 5.f.** an attachment is levied on a substantial portion of the client's assets, or if the client must otherwise be deemed as no longer being able to perform the obligations pursuant to the agreement;
 - 5.g.** if any or all of the client's business is transferred to another party.

- 5.3.** The client is entitled, without any demand or notice of default being required, to rescind the agreement in whole or in part, with immediate effect, by registered letter if:
 - 5.a.** the company and/or an affiliate applies for or is granted provisional or definitive suspension of payments;
 - 5.b.** the company and/or an affiliate applies for bankruptcy or is declared bankrupt;
 - 5.c.** the company is liquidated;
 - 5.d.** the company ceases its business.
- 5.4.** If the client has already received services in the performance of the agreement at the time the agreement is rescinded, the client may only rescind the agreement in part, and only with regard to that part of the agreement that has not yet been performed by or on behalf of the company.
- 5.5.** The client will continue to owe the full amounts for which the company has invoiced the client prior to the rescission in connection with the services it has already rendered in performing the agreement and these amounts will become immediately due and payable at the moment of rescission.

6. CLAUSE 6 LIABILITY

- 6.1.** Subject to provisions of mandatory law, the company is not liable to pay any compensation for damage or harm of any kind, whether direct or indirect, incurred by the worker, the client, or caused to any property or persons employed by or associated with the client or a third party, in connection with an agreement, including but not limited to damage or harm arising as a result of:
 - 6.a.** the assignment of the worker by the company to the client and/or a third party, even if it transpires that the worker does not meet the requirements set by the client;
 - 6.b.** unilateral termination of the temporary employment contract or secondment agreement by the worker, or of the independent contractor placement agreement by an independent contractor;
 - 6.c.** any act or omission on the part of the worker and/or the independent contractor, the client itself or a third party, including the entrance into obligations by the worker and/or the independent contractor;
 - 6.d.** the client assigning the worker on to a third party without the company's written consent.
- 6.2.** In any event, the company's liability for any direct damages is limited, per incident, to:
 - 6.a.** the amount that the company's insurance pays out, or;
 - 6.b.** if the company is not insured against the damage or harm in question or if the insurance does not pay out or pay out in full, the amount invoiced by the company. If the amount invoiced is dependent on a temporal factor, then liability will be limited to the amount for which the company invoiced the client in the month preceding the report of such damages. If there is no 'preceding month' in a given situation, the decisive factor will be the amount that the company invoiced, or would have invoiced, to the client in accordance with the agreement in the month in which the damaging event actually occurred.
- 6.3.** The company will never be liable for consequential loss, such as lost profit and missed savings, or for any indirect damages.
- 6.4.** The client is obliged to take out adequate and comprehensive liability insurance cover for all direct and indirect damages as referred to in these General Terms and Conditions.
- 6.5.** The client indemnifies the company against any claims, however named and on whatever grounds, by the worker, independent contractor or third parties, for compensation for loss or harm as referred to in these General Terms and Conditions and/or incurred by that worker, independent contractor and/or third party pursuant to a statutory provision.
- 6.6.** The limitations of liability set out in Clause 6 of these General Terms and Conditions are cancelled in the event of intent or gross negligence on the part of the company.
- 6.7.** The company is at all times entitled to remedy the damages incurred by the client, if and to the extent such is possible. This also includes the company's right to take measures to prevent or mitigate such damages.

- 6.8.** Under no circumstances will the company be liable towards the client for the consequences of the absence from work, late arrival or any other failure of the worker or independent contractor. Furthermore, the company is not liable towards the client for insufficient qualifications of the worker and/or independent contractor.
- 6.9.** If, pursuant to a law or regulation and/or case law, a worker has been assigned to the client for longer than permitted, or an independent contractor has been deployed at the client for longer than permitted, the client will bear all the consequences thereof and will indemnify the company against any claim by a worker and/or independent contractor or third party, however named and on whatever grounds.
- 6.10.** The company is not liable for any damages resulting from the deployment of a worker and/or independent contractor who does not meet the requirements set by the client.
- 6.11.** If, in the event of illness, a worker fails to report sick to the client or fails to do so in good time, the company will under no circumstances be liable towards the client for any damages on any grounds whatsoever.

7. CLAUSE 7 FORCE MAJEURE ON THE PART OF THE COMPANY

- 7.1.** In the event of a situation of force majeure on the part of the company, its obligations by virtue of the agreement will be suspended for as long as the situation of force majeure continues. A situation of force majeure is understood to mean any circumstance independent of the company's control that permanently or temporarily impedes performance of the agreement and that should be not be for the company's risk according to the law or the standards of reasonableness and fairness.
- 7.2.** As soon as a situation of force majeure as referred to in Clause 7.1 of these General Terms and Conditions arises at the company, it will notify the client thereof.
- 7.3.** To the extent not already included therein, force majeure will also be understood to mean:
 - 7.a.** the situation in which the company's business, whether or not due to government measures, for whatever reason including but not limited to strike, sit-in, blockade, embargo, government measures, war, revolution and/or any similar circumstance, power failures, defects to electronic communication lines, fire, explosions and other emergencies, water damage, floods, earthquakes and other natural disasters, violations of employment law, and also including mass sickness of employees of an epidemiological nature or quarantine measures, must be permanently or temporarily closed down or no work may be performed at the work location of the Client, or, whether on the basis of societal pressure or a government opinion, the company decides to close down the work location and/or to not allow employees to perform work at the physical work location.
- 7.4.** The company's obligations are suspended for as long as the situation of force majeure continues. However, said suspension does not apply to obligations unrelated to the force majeure which arose before the start of the situation of force majeure.
- 7.5.** At the moment that the situation of force majeure on the part of the company as referred to in Clause 7.3 of these General Terms and Conditions has lasted for three months, or as soon as it becomes clear that the force majeure situation will last for more than three months, the company is entitled to terminate the agreement prematurely without observing any notice period and without being liable to pay damages towards the hirer. Even after such termination of the agreement, the client remains obliged to pay the company any fees owed to it in respect of the period prior to the situation of force majeure.
- 7.6.** During a situation of force majeure as referred to in Clause 7.3 of these General Terms and Conditions, the company will not be liable to compensate the client for any form of damages, nor will it be liable to do so following the termination of the agreement as referred to in Clause 7.5 of these General Terms and Conditions.
- 7.7.** If force majeure on the part of the company arises, if and insofar as the company still has an obligation to continue to pay salary in respect of the worker the client is also obliged to pay to the company the hiring rate and any other fees owed to the company for the duration of the situation of force majeure.

8. CLAUSE 8 FORCE MAJEURE ON THE PART OF THE CLIENT

- 8.1.** Force majeure on the part of the client, as referred to in this clause, will be deemed to exist if;
- 8.a.** the situation in which the client's business, whether or not due to government measures, for whatever reason including but not limited to strike, sit-in, blockade, embargo, government measures, war, revolution and/or any similar circumstance, power failures, defects to electronic communication lines, fire, explosions and other emergencies, water damage, floods, earthquakes and other natural disasters, violations of employment law, and also including mass sickness of employees of an epidemiological nature or quarantine measures, must be permanently or temporarily closed down or no work may be performed at the work location of the Client, or
 - 8.b.** whether on the basis of societal pressure or a government opinion, the client decides to close down the work location and/or to not allow employees, whether assigned or not, to perform work at the physical work location.
- 8.2.** The client will immediately inform the company if a situation of force majeure occurs at the client.
- 8.3.** In the event of force majeure, the client is entitled to fully or partly suspend the secondment or assignment of the worker temporarily, but for a maximum of three months.
- 8.4.** If force majeure occurs and/or the client exercises its right to suspend the worker's employment, this does not discharge the client from the obligation to pay (or continue to pay) the hiring rate and any other fees owed to the company, for as long as the worker's temporary employment contract or secondment agreement remains in force and the company is required to continue paying the worker's salary and other terms and conditions of employment. In such a case, the client is therefore expressly prohibited from temporarily suspending its payment obligations to the company in whole or in part.
- 8.5.** The client may, in the case of force majeure, terminate or dissolve the agreement and/or the secondment or assignment prematurely, but only insofar as the company can lawfully terminate, end, or rescind the temporary employment contract or secondment agreement of the worker and only as of the date the company can do so.
- 8.6.** If there is a change in circumstances (including but not limited to as a result of a pandemic and resulting government measures) on the part of the client or the company as a result of which the agreement and/or the secondment or assignment cannot be performed, this does not constitute grounds for the client to withhold payment of the hiring rate and any other fees owed to the company. The client remains obliged to pay the hiring rate to the company for as long as the worker's temporary employment contract remains in force and the company has an obligation to continue to pay salary towards the worker.

9. CLAUSE 9 WORKING FROM HOME

- 9.1.** If workers and/or independent contractors are required to work from home, whether at the request of the client, the company or by government directive, the client and the company will enter into consultations. The Working Conditions Act sets out requirements regarding the working conditions of workers. The client will inform workers of the health and safety rules that apply to working from home. Workers are required to comply with health and safety rules as far as possible and to use any equipment provided by the client and/or the company in accordance with the guidelines.
- 9.2.** If, at the client's request or by government directive, workers are required to work from home, the hirer will be responsible for ensuring that workers can work from home in a responsible manner. The client must, in part, ensure that the home workspace of the workers meets the following requirements:
- 9.a.** The workspace office must be a space where they can work without being disturbed (not at the kitchen table, no children playing, washing machine, etc.),
 - 9.b.** There must be sufficient natural and/or artificial light in this space.
 - 9.c.** The workers must work at a desk that is adjusted to the correct height and on which the laptop or computer can be positioned correctly, so that they can work ergonomically.

- 9.d.** The workers must have a broadband internet connection and an internet service plan.
 - 9.e.** Cables in the home office must be concealed so that the workers cannot trip over them.
 - 9.f.** The client will ensure that the workers are able to work within a secure network and will bear full responsibility and liability in this regard.
 - 9.g.** The client is responsible for any consequences arising from workers having to take data or physical documents with them to their home workspace.
 - 9.h.** The client will ensure that workers are informed of the privacy, data security, and other security measures applicable within the client's organisation.
 - 9.i.** The client is adequately insured against data breaches, privacy violations and cyberattacks in situations in which workers are working from home.
- 9.3.** Any costs arising from working from home at the client's request or by government directive will be at the client's risk and expense. If employees in the service of the client who work in the same or a similar position as the worker are entitled to a work-from-home allowance, the client will be obliged to notify the company of this in writing without delay, stating the amount of the work-from-home allowance. The company is entitled to charge the work-from-home allowance it is required to pay its workers to the hirer, which means that the hiring rate will be increased by the amount of the work-from-home allowance.
- 9.4.** The company accepts no responsibility whatsoever and accepts no liability for the acts or omissions of its workers whilst working from home. The client is also responsible for providing proper supervision and management when workers are required to work from home.

10. CLAUSE 10 ANTI-DISCRIMINATION AND VACANCY NOTIFICATION OBLIGATION

- 10.1.** The parties each contribute to an inclusive and diverse working environment and make an effort to combat discrimination.
- 10.2.** Discrimination is defined as: making direct or indirect distinctions between individuals on the basis of age, gender, marital status, sexual orientation, lifestyle, political or religious beliefs, race, ethnic origin or nationality. In particular, discrimination is also understood to include responding to requests made during the application process to distinguish between individuals on the basis of certain criteria that are in no way necessary and/or relevant to the proper performance of the position. The company's vacancies therefore contain only job requirements relating to professional competence, behaviour and personal qualities. Where applicable, additional selection procedures and/or assessments will be specified. Personal characteristics may only be included in exceptional cases (and solely where this serves a legitimate purpose), provided that this is necessary for the performance of the position and to the extent permitted by law.
- 10.3.** During the application process, the client and the company will ensure that certain criteria are only applied where there is objective justification for doing so. There is objective justification if selection based on the requested criteria:
- 10.a.** serves a legitimate purpose. This means that there must be a valid – job-related – reason to assess the relevant criteria during the application process (an example of a legitimate purpose is safety);
 - 10.b.** results in the achievement of the legitimate purpose; the means are appropriate for achieving that purpose;
 - 10.c.** is reasonably proportionate to the purpose; there is proportionality in relation to the purpose;
 - 10.d.** is necessary because there is no other, less discriminatory way of achieving the purpose; the necessity criterion is met.
- 10.4.** General example: It may be objectively justified for a vacancy for a position within the police force or as a security guard to have an age limit. An age limit generally constitutes age discrimination. However, the application of such an age limit to the aforementioned positions naturally serves a legitimate purpose, namely the safety of the worker (including in the future performance of the job).
- 10.5.** The company and the client will not tolerate any discriminatory treatment of workers, just as the company

will not tolerate any cooperation within the company with requests that encourage discrimination.

- 10.6.** The hirer complies with the vacancy notification obligation under Section 8c of the WAADI, as well as with the obligations imposed on the hirer under the WOR.
- 10.7.** The client and the company will inform each other without delay if the worker assigned fails to perform their duties or performs them inadequately, if irregularities are observed in relation to the worker assigned, or if other developments arise that are relevant to the performance of the agreement between the client and the company, as well as the temporary employment contract between the company and the worker.

11. CLAUSE 11 CONFIDENTIALITY AND DATA BREACHES

- 11.1.** The company and the client will not provide third parties with any confidential information from or regarding the other party, or the latter's activities or contacts, that they learn in connection with an offer or the agreement. The exception to this is if – and only to the extent that – the provision of that information is required for proper performance of the agreement or they are subject to a statutory duty to disclose.
- 11.2.** At the client's request, the company will require the worker/independent contractor to observe confidentiality with regard to all information they learn or become aware of during the performance of their work, unless the worker/independent contractor is subject to a statutory duty to disclose.
- 11.3.** The client is free to directly impose a duty of confidentiality on the worker/independent contractor. The client will inform the company of its intention to that end and will provide the company with a copy of what has been laid down in that regard.
- 11.4.** The company will not be liable for any penalty, fine or loss incurred by the hirer as a result of a breach of the duty of confidentiality by the worker or independent contractor.
- 11.5.** The client will ensure compliance with the applicable laws and regulations, including, in any event, those relating to the protection of personal data, such as the GDPR. The client will comply with all reasonable instructions of the company, subject to any statutory obligations that require otherwise.
- 11.6.** The client will at all times, upon the company's first request, provide the personal data made available by the company.
- 11.7.** Upon the company's first request, the hirer will inform the company of the measures it has taken in relation to its obligations under the GDPR.
- 11.8.** The hirer will always enable the company to meet the obligations pursuant to the GDPR within the terms dictated by the law.
- 11.9.** All information and/or personal data that the client receives from the company and/or collects itself in connection with the agreement is subject to a duty of confidentiality towards third parties. The duty of confidentiality applies both to the client itself and to persons employed by, or working on behalf of, the client. The client will not use this information and/or personal data for a purpose other than that for which it was obtained, even if it has been put in such a format that it cannot be traced to natural persons.
- 11.10.** Should a data breach within the definition of the GDPR occur, the parties agree that the hirer will notify the company of the data breach immediately, within 24 hours of its discovery.
- 11.11.** As the controller, and in order to avoid submitting an unnecessary report, the party may take a brief period of time to investigate the data breach after its discovery before reporting it to the Dutch Data Protection Authority. The reporting term starts running at the moment the controller or a processor becomes aware of an incident that might fall within the scope of the obligation to report a data breach. The parties will ensure that a report is submitted to the Dutch Data Protection Authority without undue delay and by no later than 72 hours after the discovery, unless an investigation being carried out at that time shows that the incident does not fall within the scope of the obligation to report a data breach. In this respect, it is important for the parties to have consulted one another before reporting the data breach to the Dutch Data Protection Authority.
- 11.12.** The company must be informed in advance and consultations must be held if the client will be reporting

the data breach to a data subject. That notification to the data subject must state at least the following information:

- 11.a.** the nature of the breach;
- 11.b.** the contact details of agencies where the data subject can obtain more information about the breach; and
- 11.c.** the measures that are recommended for mitigating the negative consequences of the breach.

12. CLAUSE 12 APPLICABLE LAW AND COMPETENT COURT

- 12.1.** These General Terms and Conditions, assignments, contracts and/or other agreements are governed by Dutch law.
- 12.2.** Any disputes arising out of or in connection with a legal relationship between the parties will be settled exclusively by the District Court within the district in which the company has its registered office, unless required otherwise by provisions of mandatory law.

13. CLAUSE 13 FINAL PROVISIONS

- 13.1.** If any provision of these terms and conditions is invalid or declared null and void, the other provisions of these terms and conditions will remain in full force, and the parties will consult in order to agree on new provisions to replace the invalid or annulled provisions, in which the purpose and purport of the invalid or annulled provision will be taken into account to the extent possible.
- 13.2.** The company is entitled to pass on its rights and obligations under an agreement to a third party. Unless agreed otherwise in writing, the hirer is not permitted to transfer its rights and obligations under the agreement to a third party.

II. Chapter 2 Conditions for the placement of workers (assignment/secondment)

The provisions set out in Chapter 1 of these General Terms and Conditions apply accordingly alongside Chapter 2 of these General Terms and Conditions and are applicable in cases of assignment and secondment. This means that the company makes one or more workers available to the hirer based on a temporary employment contract and/or secondment agreement to perform work under the hirer's supervision and direction.

14. CLAUSE 14 THE PLACEMENT OF WORKERS

- 14.1.** Prior to the start of the placement of a worker, the hirer will provide the company with an accurate description of the assignment or the nature of the work to be performed, together with all relevant information that may be of interest in relation to the performance of the assignment. Based on the information provided by the hirer, the company will select one or more workers whom it will propose to the hirer for the performance of the assignment.
- 14.2.** The placed worker then enters into a temporary employment contract or secondment agreement with the company, not being a payroll agreement within the definition of Article 7:692 DCC.
- 14.3.** The worker has been recruited and selected by the company and is placed on a non-exclusive basis at the hirer to carry out work for the hirer under the supervision and direction of that hirer, subject to the temporary employment contract or secondment agreement, not being a payroll agreement between the worker and the company, in which regard the company is permitted to make the worker available to multiple/other hirers without the hirer's consent. The company and the hirer agree that the company will have the following independent rights, without interference from the hirer:
 - 14.a.** to screen the worker prior to their placement and to assess whether they meet the specified requirements;
 - 14.b.** to assess the worker's performance (where appropriate, in consultation with the worker's manager

- at the hirer);
- 14.c.** to issue the worker a written or verbal warning, or to impose other disciplinary measures;
 - 14.d.** to conduct its own personnel policy independently, subject to the proviso that workers must submit sick leave reports and requests for leave to the company, and that the company must grant permission for these in consultation with the hirer;
 - 14.e.** to provide support for workers during illness and incapacity for work, as well as to facilitate their return to work;
 - 14.f.** to train the worker with a view to ensuring their long-term deployability. However, this is also in line with our obligation to provide training as the official employer of the worker, and to increase the chances of eventually also placing the worker with other hirers.
- 14.4.** In practical terms, the worker is working under the supervision and direction of the hirer. In this regard, the hirer will observe the same due care as that applicable to its own employees. As the official employer, the company has no insight into the workplace and the work to be carried out; as such, the hirer must take responsibility for ensuring a safe working environment. On the basis of the applicable Working Hours Act and Working Conditions Act, the hirer is the de facto employer and is responsible and liable for all obligations arising therefrom, including those towards the worker and the company. Excepting with the company's express prior written consent, the worker may only carry out the agreed work, to the exclusion of any work subject to special regulations, such as work that is unhealthy, hazardous, underground or at height, and the hirer is prohibited from charging the worker with a task that differs from that for which the company placed the worker at the hirer.
- 14.5.** The hirer warrants that the information and materials it makes available to the hirer and/or the worker do not infringe on the intellectual property rights of any third party and indemnifies the company in this regard.
- 14.6.** Without the company's written consent, the hirer will not, in turn, assign the worker hired by it to a third party to work under that party's supervision and direction, or have the worker perform work abroad. Violation of the provision of this paragraph will entitle the company to terminate the placement of the worker and/or the agreement with immediate effect, or to rescind it in whole or in part without judicial intervention being required, and to charge the hirer for all resulting or related damages. The hirer will fully indemnify the company in that case. The company will not be liable towards the hirer for any damages of any kind or on any basis whatsoever if the company exercises a right as referred to in this paragraph.
- 14.7.** The hirer is obliged to allow any worker who is a member of the works council of the company or of the hirer's works council to exercise these participation rights in accordance with the relevant laws and regulations. If the worker exercises participation rights within the hirer's company, the hirer must also pay the hiring rate for the hours that the worker performs work or follows training during working hours in connection with the exercise of participation rights.
- 14.8.** At the request of the hirer, the company will have the worker sign a written declaration in order to ensure – insofar as necessary and possible – that all intellectual and industrial property rights related to the results of the worker's work accrue or are transferred to the hirer. If the company is liable to pay compensation to the worker or must incur other costs in this regard, the hirer will be liable to pay the company equivalent compensation or an amount equivalent to the costs incurred.
- 14.9.** The hirer is free to enter into an agreement directly with the worker or to provide the worker with a declaration to sign regarding the intellectual and industrial property rights in question. The hirer will inform the company of their intention to do so and will provide the company with a copy of the relevant agreement or declaration. The company will not be liable towards the hirer for any penalty or fine forfeited by the worker, or for any loss incurred by the hirer due to the worker's assertion of any intellectual and/or industrial property rights.
- 14.10.** The company accepts no responsibility and/or liability for the reimbursement of any costs incurred by the hirer on behalf of the worker in the performance of their work (e.g., meals in the company canteen, use of a telephone and/or other company resources belonging to the hirer for personal purposes).

- 14.11.** If the worker uses company resources and/or a vehicle of the hirer, the hirer will be fully responsible for ensuring that the company resources and/or vehicle comply with the applicable regulations. The hirer indemnifies the company against any liability or claims in this regard regardless of title, basis or party bringing the claim.
- 14.12.** All intellectual or industrial property rights on all items developed or made available under the agreement concluded with the company and belonging to the company (including software, websites, texts, databases, equipment or other materials such as analyses, designs, documentation, reports, quotes, as well as preparatory material relating thereto) are vested exclusively in the hirer, unless expressly provided otherwise in the agreement.
- 14.13.** All items that the company makes available to the hirer are intended solely for use by the hirer and may not be reproduced, published or disclosed to third parties without the company's prior consent.
- 14.14.** The company is entitled to use the knowledge it acquires during the performance of the agreement for other purposes, this of course subject to the proviso that no confidential information is disclosed to third parties.
- 14.15.** The company is not liable towards the hirer for any penalty or fine forfeited by the company and/or for any damages incurred by the hirer as a result of the company and/or any of its affiliated companies asserting any intellectual property right.
- 14.16.** The specific terms and conditions under which the worker is assigned to the hirer will be set out in the agreement. The assignment of the worker to the hirer is entered into for a fixed term or on a permanent basis.
- 14.17.** The hirer will inform the company of the intended duration, the working hours (weekly or at least monthly) and the times of each assignment, on the basis of which the company can determine the nature and term of the temporary employment contract with the worker.
- 14.18.** If, after the worker has arrived at the workplace, the hirer uses the worker's services for fewer than three hours, the hirer will be obliged to pay the hiring rate for at least three hours per call-out if:
 - 14.a.** it has been agreed that the working hours will be less than 15 hours per week and the working hours have not been specified; or
 - 14.b.** the arrangement qualifies as an on-call contract within the definition of Article 7:628a DCC.

15. CLAUSE 15 CONTENT, TERM AND END OF THE ASSIGNMENT OF WORKERS

- 15.1.** If a worker has already been called out but, due to exceptional circumstances on the part of the hirer, is unable to carry out the work, or the working hours are adjusted, the hirer will notify the company of this at least four days before the work was due to commence. If the hirer fails to do so and the worker has an on-call contract within the definition of Article 7:628a DCC, the hirer will be liable to pay the hiring rate for the number of hours relating to the original call-out, including the working hours.
- 15.2.** If the worker has an on-call contract within the definition of Article 7:628a DCC, the company is obliged, after twelve months, to offer the worker a fixed working hours arrangement, including an obligation to continue to pay salary, whereby the fixed working hours must be at least equal to the average working hours over the preceding twelve-month period. If the worker accepts the offer, the hiring rate will be calculated on the basis of the fixed working hours and not on the actual number of hours worked.
- 15.3.** A permanent contract may be terminated with due observance of the notice period specified in the contract. When determining the notice period, consideration will be given to the company's obligation to continue paying the worker's salary.
- 15.4.** Assignment with a fixed term cannot be terminated prematurely unless agreed otherwise between the parties in the agreement and/or the confirmation of temporary hiring. If the hirer nevertheless wishes to terminate the assignment of a worker prematurely, this may only be done on the condition that the hirer's payment obligations relating to the assignment continue until the expiry of the agreed term of the assignment and provided that the temporary employment contract has been terminated by the company

in a legally valid manner. In that case, the company will be entitled to charge (or continue to charge) the hirer the hirer's rate for the agreed term of the assignment and the temporary employment contract, in accordance with the worker's usual or expected working pattern, unless the company and the hirer have agreed otherwise in writing.

- 15.5.** In connection with its notification obligation towards a worker with a fixed-term temporary employment contract or secondment agreement, the company may, at least five weeks before the end of the temporary employment contract or secondment agreement, request the hirer to indicate whether it wishes to continue the assignment. The hirer must then indicate within three days whether it wishes to continue the assignment. Any failure to properly inform the company in good time obliges the hirer to compensate the company in full for the costs in connection with the fee pursuant to Article 7:668(3) DCC.
- 15.6.** If the reason for the termination relates to a dispute with the worker or a conflict situation, the hirer must inform the company of this in good time. The company will investigate whether the dispute or conflict can be resolved.
- 15.7.** If a business closure or mandatory day off is scheduled during the assignment, the hirer will inform the company thereof so that the company can take this into account when determining the terms and conditions of employment. If the hirer fails to do so, it owes to the company the number of hours as agreed in the agreement, multiplied by the most recently applicable hiring rate, for the duration of the business closure or mandatory day off.
- 15.8.** If the hirer is not entitled to temporarily suspend the assignment and/or the hirer temporarily has no work for the worker or, in any event, is unable to use the worker, the hirer will be obliged, for the duration of the agreement and for as long as the worker's temporary employment contract remains in force, to pay the company the full hirer's rate for the number of hours and overtime hours per period (week, month, etc.) in accordance with the most recently applicable or customary rates.
- 15.9.** If the company at any time owes the worker compensation, including but not limited to a transition allowance, fair compensation, or an equivalent provision within the definition of Article 7:673 et seq. DCC and/or compensation for failure to observe the notice period or to observe it in full, the company will be entitled to pass this on to the hirer in full, including employer's contributions, excepting where the parties have expressly agreed otherwise in writing.
- 15.10.** If the hirer has played a role in the allocation process or the recruitment and selection of the worker without the company's knowledge, and the temporary employment contract is converted into a payroll agreement as a result, the hiring rate will be recalculated with retroactive effect in accordance with Clause 23. In such case, the hirer will be obliged to continue paying the hiring rate for the term of the payroll agreement, as agreed between the company and the worker. The hirer may offer the worker an employment contract in order to terminate the ongoing payment obligation. If the assignment ends as desired, the company will endeavour to terminate the payroll agreement or redeploy the worker, with all associated costs being charged on to the hirer.

16. CLAUSE 16 HIRER'S DUTY TO INFORM

- 16.1.** The hirer must provide the company with timely, accurate and complete information regarding the terms and conditions of employment as referred to in Clause 23 of the General Terms and Conditions and Section 12a of the WAADI, so that the company can correctly determine the remuneration and the other terms and conditions of employment of the worker.
- 16.2.** The company is entitled to adjust the hiring rate and charge the adjusted hiring rate to the hirer with retroactive effect if it turns out that one or more of the components referred to in Clause 23 of the General Terms and Conditions has been incompletely or incorrectly determined.
- 16.3.** If the hirer intends to provide the worker with a car and/or other movable property, the hirer must notify the company of this without delay. The hirer may agree with the worker on personal use of the car, but this may only be done in consultation with the company, so that the company can take this into account for

the purposes of payroll tax. If the hirer fails to do so, it will be liable to compensate the company for any resulting damages, costs and tax consequences it incurs.

- 16.4.** In the event of a workplace accident or occupational illness involving a worker assigned by the company to the hirer, the hirer will be obliged to notify the competent authorities without delay and to ensure that a written report is drawn up immediately; furthermore, the hirer will be obliged to notify the company of this in writing without delay and to provide all information and/or documents requested by the company in this regard. The report will record the cause of the accident in such a way that it can be determined from this with a reasonable degree of certainty whether and to what extent the accident was the result of the fact that insufficient measures were taken to prevent such a work accident or such an occupational illness.
- 16.5.** The hirer is responsible for notifying the company of any weather conditions that make working impossible. This must be done in writing and without delay, stating the work location. If the hirer is able to invoke the Inclement Weather Regulation [Regeling onwerkbaar weer] established by the Dutch government, the hirer will be obliged to inform the company of this in good time and in writing (by e-mail), as well as to provide the company with all relevant information, so that the company may also choose to apply this scheme to the worker with due observance of the conditions set out in the CBA and the regulation. The company is free to determine whether or not to invoke the Inclement Weather Regulation. Regardless of whether the company invokes the Inclement Weather Regulation, the hirer will remain obliged to pay the company the hiring rate.

17. CLAUSE 17 CIVIL VICARIOUS LIABILITY FOR SALARY

- 17.1.** The hirer is jointly and severally liable alongside the company for the payment of the salary owed to the worker, unless the hirer can demonstrate that any underpayment cannot be attributed to them.
- 17.2.** In order to demonstrate that it is not at fault, the hirer must in any event provide the company with timely, accurate and complete information regarding the terms and conditions of employment, equal treatment and remuneration pursuant to Section 8 of the WAADI, including the hirer's remuneration as referred to in the collective bargaining agreement and Section 12a of the WAADI.
- 17.3.** The hirer must inform the company in writing in good time should any changes occur to the terms and conditions of employment as included in the CBA. If the hirer fails to inform the company, or fails to do so in a timely, accurate and complete manner, the hirer must indemnify the company against and accept full liability for any claim brought by the worker and/or third parties (including but not limited to the Tax and Customs Administration and/or the Employee Insurance Agency (UWV) and/or the Netherlands Labour Authority, the Social Intelligence and Investigation Service (SIOD), the Pension Fund for Personnel Services (STiPP), the Foundation for Compliance with the Collective Agreements for Temporary Employees (SNCU), individual workers, CBA enforcement bodies, trade unions and other third parties).

18. CLAUSE 18 ENTRY INTO A DIRECT EMPLOYMENT RELATIONSHIP BY HIRER AND WORKER

- 18.1.** If the hirer wishes to enter into an employment contract or any other form of employment relationship directly with a worker who has been or is to be assigned to them by the company, they must notify the company of this in writing without delay.
- 18.2.** If, in accordance with the relevant provisions set out above, the hirer and/or an affiliate enters into a different type of employment relationship or employment contract with the worker for the same or a different position after the start of the assignment, the hirer will owe the company the following reasonable compensation, as referred to in Section 9a of the WAADI, which remuneration relates to the services provided by the company in connection with the assignment, recruitment and selection, and/or training:
- 18.a.** if the alternative employment relationship/employment contract with the worker commences before the assignment has lasted for 520 hours worked: compensation amounting to 25% of the most recently applicable hiring rate for the worker in question over a period of 1,560 paid hours;

- 18.b.** if the alternative employment relationship/employment contract with the worker commences after the assignment has lasted for 520 hours worked but before the assignment has lasted for 1040 hours worked: compensation amounting to 20% of the most recently applicable hiring rate for the worker in question over a period of 1,560 paid hours;
- 18.c.** if the alternative employment relationship/employment contract with the worker commences after the assignment has lasted for 1040 hours worked but before the assignment has lasted for 1560 hours worked: compensation amounting to 15% of the most recently applicable hiring rate for the worker in question over a period of 1,560 paid hours;
- 18.3.** If the formula set out in Clause 19.2 of these General Terms and Conditions turns out to be legally invalid on any grounds whatsoever, the company will be entitled to claim reasonable compensation from the hirer, to be further substantiated and determined by the company.
- 18.4.** "Alternative employment relationship" as referred to in this clause is understood to include:
 - 18.a.** The contract of services (as defined in Article 7:400 DCC).
 - 18.b.** Contracting of work.
 - 18.c.** Entering into an employment contract directly with the worker.
 - 18.d.** Allowing the worker to be assigned to the hirer by a third party (such as another company), for the same or other work.
 - 18.e.** The worker entering into an employment relationship with a third party for the same or different work, where the hirer and that third party are affiliated within a group (as referred to in Article 2:24b DCC) or where one is a subsidiary of the other (as referred to in Article 2:24b DCC).
- 18.5.** The hirer will not enter into an employment contract directly with a worker if the worker has not lawfully terminated the temporary temporary employment contract or secondment agreement with the company.
- 18.6.** The hirer is prohibited from inducing workers to enter into an employment contract or any other form of employment relationship with a third party with the intention of hiring the worker directly or indirectly through that third party.
- 18.7.** The reasonable compensation as referred to in the preceding paragraphs is also due if the hirer or an affiliate enters into an employment relationship or an employment contract with the worker within six months of the worker being introduced to the hirer. The aforementioned compensation is also due if the worker, whether or not through mediation by a third party, enters into an employment relationship or employment contract with the hirer and/or an affiliate within six months of the end of the assignment at the hirer.

19. CLAUSE 19 HIRER'S DUTY OF CARE AND INDEMNIFICATION OF COMPANY

- 19.1.** The hirer is aware of the fact that it is required pursuant to Article 7:658 DCC and the applicable Working Conditions Act to ensure that the worker's workplace is safe. The hirer will provide the worker with specific instructions to prevent the worker from suffering harm in the performance of their work. The hirer will also provide the worker with personal protective equipment to the extent necessary. If the supplies are provided by the company, the company will be entitled to charge the hirer for the costs relating thereto.
- 19.2.** The hirer is aware that, pursuant to Article 7:658 DCC and the applicable Working Conditions Act, it is obliged to:
 - 19.a.** provide a safe workplace for the worker;
 - 19.b.** give the worker specific instructions to prevent them from suffering harm whilst carrying out their work;
 - 19.c.** take appropriate measures with regard to legal requirements concerning safety, health and well-being;
 - 19.d.** provide workers with personal protective equipment where necessary. If the supplies are provided by the company, the company will be entitled to charge the hirer for the costs relating thereto;
 - 19.e.** treat the worker with the same care and consideration as its own employees.

- 19.3. Before the assignment commences, the hirer will provide the worker and the company with the necessary information regarding the professional qualifications required of the worker, as well as the Risk Inventory and Evaluation (RI&E), setting out the specific characteristics of the job to be filled. The worker must be given sufficient opportunity to familiarise themselves with the content before the work can commence.
- 19.4. The hirer is liable to the worker and the company for, and is consequently liable to compensate the worker for any harm suffered by the worker in the performance of their work, unless the harm is to a significant extent the result of intent or deliberate recklessness on the part of the worker, all subject to the provisions of Clause 6 of these General Terms and Conditions.
- 19.5. If the harm suffered by the worker when performing their work results in their death, the hirer will be liable in accordance with Article 6:108 DCC to the persons referred to in that Article and to the company to pay compensation to those persons. The hirer must also compensate the company for the costs associated with the payment to be made under Article 7:674 DCC.
- 19.6. The hirer will compensate the worker for, and indemnify the company against, all damages (including costs as well as the actual costs of legal assistance) suffered by the worker in the context of the performance of their work, if and to the extent that the hirer and/or the company is liable for said damages pursuant to Article 7:658 and/or Article 7:611 DCC.
- 19.7. The hirer will compensate the worker for, and indemnify the company against, all damages (including costs as well as the actual costs of legal assistance) suffered by the worker in the context of the performance of their work. The foregoing also applies if the hirer, an employee of the hirer, a third party engaged by the hirer and/or the company is held liable for this on the basis of Article 6:74 in conjunction with Article 75, Article 6:162, Article 7:658, Article 6:170, Article 6:107a, Article 6:108, Article 6:248, Article 6:96, and/or Article 7:611 of the DCC, the Working Conditions Act, the WAADI, the Working Hours Act, the Dutch Civil Code and/or any other statutory or contractual provision.
- 19.8. The hirer will fully indemnify the company against any claims brought towards the company as a result of the hirer's failure to comply with the obligations set out in this clause and will fully compensate the company for all related judicial and extrajudicial costs and legal assistance. The hirer grants the company the authority to assign its claims as referred to in this clause to the directly interested parties.
- 19.9. The hirer is obliged to take out adequate comprehensive liability insurance cover for all direct and indirect damages as referred to in this clause.
- 19.10. If the hirer provides accommodation and/or company resources directly to the worker without the company's involvement, the hirer bears all responsibility and liability for this. The hirer indemnifies the company against any liability, however described and on whatever grounds, arising from the accommodation and/or company resources that the hirer makes available to the worker. The hirer will comply with all standards of reasonableness and applicable laws and regulations when providing accommodation and/or company resources to the worker.

20. CLAUSE 20 IDENTIFICATION AND PERSONAL DATA

- 20.1. At the commencement of a worker's assignment, the hirer will verify the worker's identity using the original identity document. The hirer will organise its administrative records in such a way that the identity of the worker can be demonstrated.
- 20.2. The company and the hirer will treat all personal data of workers provided to them in connection with the assignment as confidential and process such data in accordance with the provisions of the GDPR and other relevant data protection legislation.
- 20.3. Depending on their respective responsibilities and working methods, the parties will make arrangements in accordance with the GDPR and related privacy legislation concerning matters such as data breaches, rights of data subjects and retention periods. In the event of joint processing responsibility, the company and the hirer will make further arrangements regarding matters such as the exercise of the rights of data

subjects and the duty of disclosure. These arrangements will be laid down in an arrangement established between the parties.

- 20.4.** The hirer is responsible for ensuring that it only provides personal data to the company or request such data from the company if and to the extent that the hirer is entitled to do so under the GDPR.
- 20.5.** The hirer indemnifies the company against all claims made by candidates, personnel, the hirer's employees or other third parties towards the company in connection with any violation by the hirer of the GDPR and other data protection legislation, and will reimburse the company for any related costs incurred.
- 20.6.** If the worker is required to hold a work permit and residence permit, the duration of the worker's assignment will be adjusted to these documents. If the hirer terminates the assignment and/or agreement during the agreed term of the work permit and residence permit, the hirer will be liable towards the company for all resulting damages and will be obliged to pay the hiring rate to the company for as long as the worker remains in the company's employ.
- 20.7.** The hirer is aware of the provisions of Section 15 of the Foreign Nationals (Employment) Act. Prior to the assignment, the company will provide a copy of a valid permit for the agreed work (both a work permit and residence permit) and a copy of a valid identity document within the definition of Section 1 of the Compulsory Identification Act with regard to the worker. On the basis of that document, the hirer will verify the foreign worker's identity and file a copy of the identity document in its administrative records, where it is to be kept for five years.
- 20.8.** The hirer is aware that, like the company, it is an employer within the definition of the Foreign Nationals (Employment) Act and will therefore be fined under the Foreign Nationals (Employment) Act if any provisions of that act are violated. The company is not responsible or liable for any fine imposed on the hirer under the Foreign Nationals (Employment) Act.

21. CLAUSE 21 METHOD OF INVOICING

- 21.1.** Unless agreed otherwise, the company's invoices will be based on the time sheets filled in and signed for approval by the hirer, as well as the hiring rate and any additional ancillary costs or expenses.
- 21.2.** The hirer is responsible for correct, timely and full completion and approval of the time sheets. Unless otherwise agreed in writing between the parties, the worker will sign the time sheet for approval. This may be done electronically. The hirer is liable for any damages incurred by the company if the hirer fails to properly fulfil the obligations set out in this paragraph, including but not limited to any sanctions under administrative or civil law imposed on the company as a result. The hirer will fully indemnify the company in this regard.
- 21.3.** In the event of a discrepancy between the time sheet submitted to the company and the data retained by the hirer, the time sheet submitted to the company will be deemed correct.
- 21.4.** If the worker disputes the data recorded in the time sheet, the company may invoice the hours worked and other costs in accordance with the worker's statement unless the hirer demonstrates that the time sheet used by the hirer is correct.
- 21.5.** If the hirer fails to satisfy the provisions of Clause 21.2, the company may decide to invoice the hirer based on the facts and circumstances known to it. The company will not proceed to do so before reasonable consultation about this with the hirer has taken place.
- 21.6.** The company will invoice the hirer on a monthly basis, unless otherwise agreed in writing.
- 21.7.** If the company has a restricted account, the hirer may request the company to enter into consultations about the possibility of the hirer paying a percentage of the invoiced amount into that account, as well as the exact percentage. This option may only be exercised if the parties reach a consensus thereon.
- 21.8.** Upon the company's first request, the hirer will provide the company with written authorisation to debit the invoice amounts from the hirer's bank account by direct debit within the agreed time frame. To this end, the parties will use a SEPA direct debit mandate form.

22. CLAUSE 22 SELECTION OF WORKERS

- 22.1.** The company will select the worker based on the worker's capabilities and expertise on the one hand and the requirements of the position specified by the hirer on the other. The company employs its own personnel (recruiters) who actively recruit and select both workers and hirers. As the worker's official employer, the company is responsible for training, sickness and incapacity for work, reintegration, transition of job-to-job counselling, evaluation and functioning (in consultation with the hirer). The hirer will cooperate fully to ensure that either i) a worker who is sick or incapacitated for work and requires reintegration can do so within the hirer's organisation, or ii) a worker can be redeployed within the hirer's organisation if the company is subject to a redeployment obligation.
- 22.2.** The company may make the worker available to several hirers.
- 22.3.** During the term of the agreement, the company will also be entitled to make a proposal to replace the worker, for example if the worker is no longer able to perform the work or does not perform the work adequately, or in connection with a reorganisation to be implemented or a redeployment obligation. In that case, the hiring rate will be redetermined. If a worker gets sick or becomes incapacitated for work, the company will not be obliged to arrange for an immediate replacement. If the sickness or incapacity for work lasts for more than two (2) months or is likely to last for more than two months, the parties will consult with each other regarding the options for finding a replacement. The company will not be deemed to be in attributable breach towards the hirer and will not be liable to compensate any damages or costs on the part of the hirer if, for whatever reason and on whatever grounds the company is unable to assign or continue to assign a worker (or replacement worker) to the hirer, or is unable to do so in the manner or to the extent agreed in the agreement or subsequently agreed.

23. CLAUSE 23 THE HIRING RATE FOR ASSIGNMENT AND SECONDMENT

- 23.1.** The hirer owes the company the hiring rate for the assignment of the worker, unless otherwise agreed.
- 23.2.** The hiring rate is directly proportional to the salary and other benefits payable to the worker in accordance with the NBBU collective bargaining agreement, the collective bargaining agreement applicable at the hirer and/or any further or additional terms and conditions of employment (all as provided for in Section 8 of the WAADI). The worker's salary, allowances, bonuses and/or other relevant benefits will be determined in advance of the assignment and, where necessary, during the assignment and will be equal to those received by an employee employed by the hirer in an identical or equivalent position or as is customary in the hirer's industry.
- 23.3.** In order to enable the company to recruit/select suitably qualified workers, and to properly compensate and inform workers, the hirer must, prior to the commencement of the assignment, provide the company with various information, including but not limited to:
- 23.a.** the applicable CBA and/or other/additional terms and conditions of employment in force at the hirer;
 - 23.b.** any skilled workers scheme applicable under the CBA;
 - 23.c.** job description, nature of the work and the job requirements, including the required degree of independence;
 - 23.d.** working hours (the number of hours the worker is required to work per unit of time);
 - 23.e.** professional or other qualifications required;
 - 23.f.** working times and rest periods;
 - 23.g.** intended term of the assignment;
 - 23.h.** working conditions;
 - 23.i.** any potential safety risks and how to deal with them;
 - 23.j.** list of safety risks and how they are dealt with;

- 23.k.** safety regulations;
 - 23.l.** quality and hygiene guidelines;
 - 23.m.** normal working hours within the hirer's company;
 - 23.n.** any mandatory days off, collective holidays and business closures;
 - 23.o.** any labour regulations and/or codes of conduct applicable within the hirer's organisation and/or other rules relevant for the worker.
- 23.4.** If any of the aforementioned elements changes in the interim, the hirer is obliged to notify the company of this without delay, whereupon the company will be entitled to unilaterally adjust its hiring rate and the hirer will be obliged to pay the new hiring rate.
- 23.5.** If the company uses a form designed for the purpose of providing information, the hirer (i) is required to use this form, (ii) must provide the company with the requested information in a timely manner, and (iii) hereby declares that the information provided on the form is correct.
- 23.6.** If and to the extent that the company incurs damages, whether directly or indirectly, due to incomplete and/or incorrect information provided by the hirer, or due to the failure to provide information in a timely manner or the provision of incorrect information (including but not limited to applicable terms and conditions of employment and job descriptions), the hirer will be obliged to fully compensate the company for such damages, including all actual costs of legal assistance, both in and out of court. The hirer indemnifies the company and is fully liable for any claim, penalty, measure (including sanctions) or demand from the worker or a third party, including but not limited to the Tax and Customs Administration and/or the Employee Insurance Agency (UWV) and/or the Netherlands Labour Authority, the Social Intelligence and Investigation Service (SIOD), Pension Fund for Personnel Services (STiPP), the Foundation for Compliance with the Collective Agreements for Temporary Employees (SNCU), individual workers and/or trade unions.
- 23.7.** If the worker cannot be classified within the hirer's job classification system, the worker's remuneration will be determined on the basis of discussions held by the company with the worker and the hirer. In this regard, consideration is given to, in part, the skills required to perform the role, the responsibilities, experience and level of education, as well as the sector in which the hirer operates and where employees hold positions that are the same or similar to that of the worker, unless the CBA provides otherwise.
- 23.8.** Under the CBA, the worker is entitled to pay increments in accordance with the arrangements applicable at the hirer. This is only different if the hirer can demonstrate that: i) the worker has received a negative evaluation; ii) the worker was notified thereof in writing in good time; iii) the worker did not raise any objections to the negative evaluation; and iv) the company was notified by the hirer in good time and in writing that the worker had received a negative evaluation. This means that if the company is obliged to grant periodic raises to the worker, and it is entitled to pass on the cost of such raises to the hirer or to adjust the hiring rate accordingly in the interim.
- 23.9.** If a worker leaves the position due to illness whilst employed in Phase 1 or 2, and the company is obliged under the CBA to supplement the worker's sickness benefit, the company will be entitled to pass on to the hirer the full cost of the supplement it is required to pay, together with the associated costs. This also applies if the worker's assignment to the hirer has ended.
- 23.10.** The company is entitled to adjust the hiring rate at any time in the event of a change in the hirer's remuneration, CBA obligations, changes in or resulting from laws and/or regulations such as tax and social security laws and regulations and/or changes, however named and on whatever basis, to the remuneration to be received by the worker in the broadest sense of the word. Such changes will be passed on to the hirer with effect from the date of those changes and will be payable by the hirer accordingly, even if such changes occur during the term of an agreement. The company is entitled to adjust the hiring rate annually or to index it to the CPI for October of the preceding year. In addition, the company reserves the right to increase the hiring rate unilaterally if changes in wages and other emoluments, charges, costs and/or market developments give cause to do so.
- 23.11.** If changes in terms and conditions of employment apply at the hirer with retroactive effect (i.e. amended terms and conditions of employment at the hirer that are granted with effect from a date in the past)

and also apply to the workers made available by the company, the hirer must inform the company of this without delay. If, under the CBA, the company is required to adjust the wages and/or other terms and conditions of employment of the workers assigned by the company as a result of the retroactive effect, the company is entitled to adjust the hiring rate with retroactive effect. The hirer will then be obliged to pay the hiring rate as adjusted by the company.

- 23.12.** If, under the CBA, the company is required to provide the worker with an income guarantee, the company is entitled to pass on the cost of the income guarantee to the hirer, regardless of the term of the agreement, the duration of the work, the scope of the work, and regardless of whether or not the worker has actually performed any work.
- 23.13.** If the company falls within the scope of the PAWW CBA and is bound by it, the company will have the right to obtain a dispensation in order to privately reinsure the PAWW contribution. The above affects the hiring rate payable by the hirer. The company is entitled to charge the hirer for the contributions payable to the PAWW Foundation or to a private insurer, and is entitled to unilaterally amend the hiring rate at any time, including but not limited to in the event of changes to the PAWW regulation and/or the contributions or premiums payable by the company. The company will notify the hirer of this in good time.

III. Chapter 3 Conditions for job placement

The provisions set out in Chapters 1 and 2 of these General Terms and Conditions apply accordingly alongside Chapter 3 of these General Terms and Conditions and apply in case of secondment instead of assignment, with an interim secondment confirmation having been agreed, except where Chapter 3 deviates from this.

24. CLAUSE 24 DEROGATIONS IN THE CASE OF SECONDMENT

- 24.1.** In the event of secondment, the company and the hirer will agree on an interim secondment confirmation in addition to the secondment agreement. This document will set out all the specific arrangements for the interim secondment of an individual worker, including the hiring rate. In departure from Clause 23.2 of these General Terms and Conditions, the hiring rate will be determined by the company on the basis of the interim secondment confirmation. The hirer will, however, allow the company to determine the equal and/or equivalent pay for the worker. In this regard, the hirer is obliged to provide the information requested by the company.
- 24.2.** Renewal of a professional's secondment at the hirer is only possible if the hirer has explicitly instructed and/or authorised the company to that end and the company has confirmed this renewal.
- 24.3.** Travel and accommodation costs, as well as all other costs charged to the company in connection with the performance of the agreement, will be passed on to the hirer, unless otherwise agreed in the quote.
- 24.4.** If the hirer wishes to enter into an employment contract or any other form of employment relationship directly with a worker who has been or is to be assigned to them by the company, they must notify the company of this in writing without delay. The hirer owes the company a transfer fee, which will be determined after notification by the company, taking into account factors such as the term of the engagement, the specific skills and experience of the worker, and the nature and level of the interim secondment. A transfer is only possible if the worker has been deployed at the hirer for at least 9 months.
- 24.5.** Unless otherwise stated in the confirmation of the interim secondment or in the agreement concluded between the parties, the company will retain all ownership rights, copyright and other intellectual property rights arising from the services provided by the company, in the broadest sense of the word. This also includes any photographs, films, designs, software, drawings, etc. produced during the preparatory phase.

IV. Chapter 4 Conditions for payroll employees

The provisions set out in Chapter 1 of these General Terms and Conditions apply accordingly alongside Chapter

4 of these General Terms and Conditions and are applicable in the event payroll employees are provided. This means that the company makes one or more workers available to the hirer based on a payroll agreement to perform work under the hirer's supervision and direction. In case of payroll employees, clauses 17, 18, 19, 20 and 21 of Chapter 2 also apply accordingly.

25. CLAUSE 25 THE PROVISION OF PAYROLL EMPLOYEES

- 25.1.** The payroll employee to be assigned has entered into a payroll agreement with the payroll company within the definition of Article 7:692 DCC. The agreement between the payroll company and the hirer is decisive in this regard: if the payroll company does not perform any allocative function (meaning: does not do recruitment or selection) in connection with the engagement and the worker is assigned exclusively to the hirer, then this constitutes a payroll agreement.
- 25.2.** In practice, the payroll employee works under the supervision and direction of the hirer. In this regard, the hirer will observe the same due care as that applicable to its own employees. As the official employer, the company has no insight into the workplace and the work to be carried out; as such, the hirer must take responsibility for ensuring a safe working environment. On the basis of the applicable Working Hours Act and Working Conditions Act, the hirer is the de facto employer and is responsible and liable for all obligations arising from this status, including those towards the payroll employee and the company. Unless the company has given its express prior written consent, the payroll employee may only carry out the agreed work, to the exclusion of any work subject to special regulations, such as work that is unhealthy, hazardous, underground or at height, and the hirer is prohibited from charging the payroll employee with a task that differs from that for which the company assigned the payroll employee to the hirer.
- 25.3.** The hirer guarantees that the information and materials it makes available to the hirer and/or the payroll employee do not infringe on the intellectual property rights of any third party and indemnifies the company in this regard.
- 25.4.** Without the company's written consent, the hirer will not, in turn, assign the payroll employee hired by it to a third party to work under that party's supervision and direction, or have the payroll employee perform work abroad. Any violation of this paragraph will entitle the company to terminate the placement of the payroll employee and/or the payroll agreement with immediate effect, or to rescind it in whole or in part without judicial intervention being required, and to charge the hirer for all resulting or related damages. The hirer will fully indemnify the company in that case. The company will not be liable towards the hirer for any damages of any kind or on any basis whatsoever if the company exercises a right as referred to in this paragraph.
- 25.5.** The hirer is obliged to allow any payroll employee who is a member of the works council of the company or of the hirer's works council to exercise these participation rights in accordance with the relevant laws and regulations. If the payroll employee exercises participation rights within the hirer's company, the hirer must also pay the hiring rate for the hours that the payroll employee performs work or follows training during working hours in connection with the exercise of participation rights.
- 25.6.** At the request of the hirer, the company will have the payroll employee sign a written declaration in order to ensure – insofar as necessary and possible – that all intellectual and industrial property rights related to the results of the payroll employee's work accrue or are transferred to the hirer. If the company is liable to pay compensation to the payroll employee or must incur other costs in this regard, the hirer will be liable to pay the company equivalent compensation or an amount equivalent to the costs incurred.
- 25.7.** The hirer is free to enter into an agreement directly with the payroll employee or to provide the payroll employee with a declaration to sign regarding the intellectual and industrial property rights in question. The hirer will inform the company of their intention to do so and will provide the company with a copy of the relevant agreement or declaration. The company will not be liable towards the hirer for any penalty or fine forfeited by the payroll employee, or for any damages incurred by the hirer due to the payroll employee's assertion of any intellectual and/or industrial property rights.

- 25.8.** The company accepts no responsibility and/or liability for the reimbursement of any costs incurred by the hirer on behalf of the payroll employee in the performance of their work (e.g., meals in the company canteen, use of a telephone and/or other company resources belonging to the hirer for personal purposes).
- 25.9.** If the payroll employee uses company resources and/or a vehicle of the hirer, the hirer will be fully responsible for ensuring that the company resources and/or vehicle comply with the applicable regulations. The hirer indemnifies the company against any liability or claims in this regard regardless of title, basis or party bringing the claim.
- 25.10.** All intellectual or industrial property rights on all items developed or made available under the payroll agreement concluded with the company and belonging to the company (including software, websites, texts, databases, equipment or other materials such as analyses, designs, documentation, reports, quotes, as well as preparatory material relating thereto) are vested exclusively in the hirer, unless expressly provided otherwise in the payroll agreement.
- 25.11.** All items that the company makes available to the hirer are intended solely for use by the hirer and may not be reproduced, published or disclosed to third parties without the company's prior consent.
- 25.12.** The company is entitled to use the knowledge it acquires during the performance of the agreement for other purposes, this of course subject to the proviso that no confidential information is disclosed to third parties.
- 25.13.** The company is not liable towards the hirer for any penalty or fine forfeited by the company and/or for any damages incurred by the hirer as a result of the company and/or any of its affiliated companies asserting any intellectual property right.

26. CLAUSE 26 CONTENT, TERM AND END OF THE ASSIGNMENT OF PAYROLL EMPLOYEES

- 26.1.** The specific terms and conditions under which the payroll employee is assigned to the hirer will be set out in the agreement. The payroll employee is assigned to the hirer on either a temporary or permanent basis.
- 26.2.** The hirer will inform the company of the intended duration, the working hours (weekly or at least monthly) and the times of the assignment, on the basis of which the company can determine the nature and term of the payroll agreement with the payroll employee.
- 26.3.** If, after the payroll employee has arrived at the workplace, the hirer uses the worker's services for fewer than three hours, the hirer will be obliged to pay the hiring rate for at least three hours per call-out if:
 - 26.a.** it has been agreed that the working hours will be less than 15 hours per week and the working hours have not been specified; or
 - 26.b.** the arrangement qualifies as an on-call contract within the definition of Article 7:628a DCC.
- 26.4.** If a payroll employee has already been called out but, due to exceptional circumstances on the part of the hirer, is unable to carry out the work, or the working hours are adjusted, the hirer will notify the payroll company of this at least four days before the work was due to commence. If the hirer fails to do so and the payroll employee has an on-call contract within the definition of Article 7:628a DCC, the hirer will be liable to pay the hiring rate for the number of hours relating to the original call-out, including the working hours.
- 26.5.** If the payroll employee has an on-call contract within the definition of Article 7:628a DCC, the company is obliged, after twelve months, to offer the payroll employee a fixed working hours arrangement, including an obligation to continue to pay salary, whereby the fixed working hours must be at least equal to the average working hours over the preceding twelve-month period. If the payroll employee accepts the offer, the hiring rate will be calculated on the basis of the fixed working hours.
- 26.6.** The payroll agreement cannot be terminated as long as payroll employees are assigned to the client.
- 26.7.** A temporary assignment cannot be terminated prematurely. If the hirer nevertheless wishes to do so, the assignment may be terminated prematurely only on the condition that the payment obligations relating to the assignment continue until the expiry of the agreed term of the assignment. In that case, the company will be entitled to charge (or continue to charge) the hirer the hiring rate for the agreed term of the assignment,

in accordance with the payroll employee's usual or expected work pattern, unless the company and the hirer have agreed otherwise in writing.

- 26.8.** The company and the hirer will set out in the agreement the notice period for the termination of permanent assignments. In determining the notice period, consideration will be given to the company's obligation to continue paying the payroll employee's salary. If no notice period is agreed, then the hirer's payment obligations will continue until the termination of the payroll agreement between the company and the payroll employee. In that case, the company will be entitled to charge or continue to charge the hiring rate to the client in accordance with the usual or expected work pattern of the payroll employee.
- 26.9.** In connection with its notification obligation towards a payroll employee with a temporary payroll agreement, the company may request the hirer to indicate whether it wishes to continue the assignment at least five weeks before the end of the payroll agreement. The hirer must then indicate within three days whether it wishes to continue the assignment. Any failure to properly inform the company in good time obliges the hirer to compensate the company in full for the costs in connection with the payroll employee's remuneration pursuant to Article 7:668(3) DCC.
- 26.10.** If the reason for the termination relates to a dispute with the payroll employee or a conflict situation, the hirer must inform the company of this in good time. The company will then investigate whether the dispute or conflict can be resolved.
- 26.11.** If a business closure or mandatory day off is scheduled during the assignment, the hirer will inform the company thereof so that the company can take this into account when determining the terms and conditions of employment. If the hirer fails to do so, it owes the company the number of hours as agreed in the payroll agreement, multiplied by the most recently applicable hiring rate, for the duration of the business closure or mandatory day off.
- 26.12.** If the hirer is not entitled to temporarily suspend the assignment and/or the hirer temporarily has no work for the worker or, in any event, is unable to use the worker, the hirer will be obliged, for the duration of the agreement and for as long as the worker's temporary employment contract remains in force, to pay the company the full hirer's rate for the number of hours and overtime hours per period (week, month, etc.) in accordance with the most recently applicable or customary rates.
- 26.13.** If the company at any time owes the worker compensation, including but not limited to a transition allowance, fair compensation, or an equivalent provision within the definition of Article 7:673 et seq. DCC and/or compensation for failure to observe the notice period or to observe it in full, the company will be entitled to pass this on to the hirer in full, including employer's contributions, excepting where the parties have expressly agreed otherwise in writing.

27. CLAUSE 27 HIRING RATE FOR PAYROLLING

- 27.1.** The hirer owes to the company the hiring rate for the assignment of the payroll employee, unless otherwise agreed.
- 27.2.** The hiring rate is directly proportional to the salary and other benefits payable to the worker in accordance with the NBBU collective bargaining agreement, the collective bargaining agreement applicable at the hirer and/or any further or additional terms and conditions of employment (all as provided for in Section 8a of the WAADI). The worker's salary, allowances, bonuses and/or other relevant benefits will be determined in advance of the assignment and, where necessary, during the assignment and will be equal to those received by an employee employed by the hirer in an identical or equivalent position or as is customary in the hirer's industry. The hirer will also be obliged to pay the hiring rate to the company if the worker is ill, incapacitated for work and/or suspended, takes paid leave or is required to self-isolate.
- 27.3.** Changes in rates as a result of changes in terms and conditions of employment, CBA obligations and changes in or as a result of laws and regulations such as tax legislation and social legislation will be charged on to the hirer and will accordingly be owed by the hirer with effect from the date of those changes, even

when such changes occur during the term of a payroll agreement.

- 27.4.** If a payroll employee does not meet the job requirements set by the hirer and the hirer was not involved in the allocation process (the recruitment and selection) of the payroll employee, then the hirer has the right to notify the company of this within four hours of the start of the work. In that event, the hirer is obliged to pay the company at least the salary owed to the payroll employee, plus the employer's share of the social insurance contributions and the liabilities arising from the applicable CBA or remuneration scheme.

28. CLAUSE 28 HIRER'S DUTY TO INFORM

- 28.1.** The hirer must provide the company with timely, accurate and complete information regarding the terms and conditions of employment as referred to in Clause 26 of the General Terms and Conditions and Section 8a of the WAADI, so that the company can determine the remuneration of the payroll employee.
- 28.2.** The company is entitled to correct the hiring rate and charge the adjusted hiring rate to the hirer with retroactive effect if it turns out that one or more of the components referred to in Clause 26 of the General Terms and Conditions and Section 8a of the WAADI was determined incorrectly. Pursuant to Section 12a of the WAADI, the hirer has a duty to provide the company with the terms and conditions of employment applicable at the hirer.
- 28.3.** In the event of successive employership, the hirer must provide the company with accurate and complete information regarding the payroll employee's employment history with the client. If the hirer fails to do so, any resulting unforeseen costs and damages will be charged on to the hirer.
- 28.4.** If the hirer intends to provide the payroll employee with a car, the hirer must notify the company of this without delay. The hirer may agree with the payroll employee on personal use of the car, but this may only be done in consultation with the company, so that the company can take this into account for the purposes of payroll tax. If the hirer fails to do so, the hirer must reimburse the company for any costs and damages it incurs as a result.

29. CLAUSE 29 CIVIL VICARIOUS LIABILITY FOR SALARY

- 29.1.** The hirer is jointly and severally liable alongside the company to the payroll employee for the payment of the salary owed to the payroll employee, unless the hirer can demonstrate that any underpayment cannot be attributed to them.
- 29.2.** In order to demonstrate that it is not at fault, the hirer must in any event provide the company with timely, accurate and complete information regarding the terms and conditions of employment, equal treatment and remuneration pursuant to Section 8a of the WAADI, including the hirer's remuneration as referred to in the collective bargaining agreement and Section 12a of the WAADI.
- 29.3.** The hirer must inform the company in writing in good time should any changes occur to the terms and conditions of employment. If the hirer fails to inform the company, or fails to do so in a timely, accurate and complete manner, the hirer must indemnify the company against and accept full liability for any claim brought by the worker and/or third parties (including but not limited to the Tax and Customs Administration and/or the Employee Insurance Agency (UWV) and/or the Netherlands Labour Authority, the Social Intelligence and Investigation Service (SIOD), individual workers, CBA enforcement bodies, trade unions and other third parties).

V. Chapter 5 Conditions for job placement

The purport of the provisions set out in Chapter 1 of these General Terms and Conditions apply accordingly alongside Chapter 5 of these General Terms and Conditions, to the job placement agreement between the company and the client.

30. CLAUSE 30 FEE AND CONTENT OF THE JOB PLACEMENT AGREEMENT

- 30.1.** The fee payable by the client to the company consists of 25% of the gross annual full-time salary offered to the jobseeker, plus holiday allowance and other emoluments.
- 30.2.** Unless otherwise agreed in writing between the parties, the client owes the fee referred to in Clause 30.1 of these General Terms and Conditions to the company if the job placement resulted in an employment contract or other type of employment relationship as referred to in Clause 18.2 of these General Terms and Conditions with a jobseeker selected by the company. The fee is also owed if the jobseeker selected by the company goes on to carry out work for the client in any other way, for example through assignment by a third party to the client.
- 30.3.** The specific terms and conditions under which the company provides the job placement are set out in the job placement agreement.
- 30.4.** Any TBD items will be charged retroactively on an actual cost basis.

31. CLAUSE 31 CLIENT ENTERING INTO AN EMPLOYMENT RELATIONSHIP WITH THE JOBSEEKER

- 31.1.** If, during the term of the contract for job placement services or job placement agreement or within six months after the termination thereof, the client or a business affiliated with the client directly or indirectly, whether or not through a third party, enters into an employment contract, employment relationship or cooperation as referred to in Clause 18.2 of these General Terms and Conditions with a jobseeker selected by the company, or otherwise engages the selected jobseeker to work either for itself or at one or more of the businesses affiliated with the client, whether or not through a third party, in the same or a similar position, the client or affiliated business will owe the agreed fee or the fee set out in Clause 30.1 of these General Terms and Conditions directly to the company.

VI. Chapter 6 Conditions for independent contractor placement

The purport of the provisions set out in Chapter 1 of these General Terms and Conditions apply accordingly alongside Chapter 6 of these General Terms and Conditions to the independent contractor placement agreement between the company and the client, in respect of both placement and intermediation.

32. CLAUSE 32 PLACEMENT PROCEDURE

- 32.1.** The company provides its services on the basis of, on the one hand, the requirements stated by the client to the company regarding the qualifications and skills of the independent contractor and the information provided regarding the nature of the engagement and, on the other, the qualifications and expertise of the independent contractor known to the company.
- 32.2.** The independent contractor placement agreement stipulates whether the relationship will be one based on placement or one based on intermediation. The independent contractor placement agreement also includes the rate payable by the client.
- 32.3.** The client will notify the company in writing if the client and the independent contractor enter into a contract for services or a works contract, if the independent contractor is rejected for the engagement, or if they enter into any other type of employment relationship.
- 32.4.** If the client enters into a contract for services, a works contract or any other type of employment relationship with the independent contractor within twelve months after termination of the independent contractor placement agreement or within twelve months of the company's introduction of the independent contractor to the client, the client will still owe the company the agreed fee as referred to in Clause 30.2.









LOGISTIC
FORCE