

# GENERAL TERMS AND CONDITIONS FOR PROVIDING TEMPORARY WORKERS

## Article 1: Scope of application

1. These general terms and conditions apply to all offers, contracts and other agreements of the employment agencies of Career Factory B.V. established in the Netherlands insofar as these relate to the provision of temporary workers to customers.
2. Any purchase or other terms and conditions of the customer are not applicable and are hereby explicitly rejected.
3. Agreements deviating from these general terms and conditions only apply if agreed in writing.

## Article 2: Definitions

The following definitions apply in these general terms and conditions:

1. Temporary employment agency: The temporary employment agency registered in the Netherlands belonging to Career Factory B.V., which makes temporary workers available to customers on the basis of an agreement.
2. Temporary worker: Any natural person who has entered into a temporary employment contract as referred to in Section 7: 690 of the Dutch Civil Code with the temporary employment agency to perform work for a third party under the management and supervision of that third party.
3. Customer: Any natural person or legal entity that has a temporary worker carry out work under its management and supervision within the framework of a contract, as referred to in paragraph 4 of this article.
4. Contract: The agreement between a customer and the temporary employment agency on the basis of which a temporary worker, as referred to in paragraph 2 of this article, is made available by the temporary employment agency to the customer to carry out work under its management and supervision, in return for payment of the customer rate.
5. Deployment: The employment of a temporary worker in the context of a contract.
6. Temporary work clause: The written stipulation in the employment contract between the temporary employment agency and the temporary worker and/or in the Collective Labour Agreement, that the employment contract will terminate by operation of law when the deployment of the temporary worker by the temporary employment agency to the customer ends at the request of the customer (Article 7: 691 paragraph 2 of the Dutch Civil Code).
7. CLA: The collective labour agreement for temporary workers, concluded between the Algemene Bond Uitzendondernemingen (ABU) on the one hand and FNV Bondgenoten, CNV Dienstenbond and De Unie on the other.
8. Customer rate: The rate payable by the customer to the temporary employment agency, excluding allowances, reimbursements of expenses and VAT. The rate is hourly unless stated otherwise.
9. Hirer's remuneration: The legal wages of an employee in the service of the customer, working in a position that is the same or equivalent to the position that the temporary worker performs. The hirer's remuneration consists of the following elements in accordance with the applicable collective labour agreement:
  - the applicable periodic wage in the scale only;
  - the applicable working hours reduction per week/month/year/period. This can be paid - at the choice of the temporary employment agency - in time and/or money; surcharges for overtime, shifted hours, irregularity (including public holiday allowance) and shift allowance;
  - initial wage increase, amount and date as determined by the customer;
  - expense allowance (in so far as the temporary employment agency can pay these free of wage tax and contributions: travel expenses, boarding costs, tool costs, and other costs necessary for the performance of the job);
  - periodicals, amount and date as determined by the customer.
10. Skilled worker regulation: The specific provision(s) in the CLA applicable to the customer that relate(s) to the remuneration (as referred to in paragraph 9) of skilled workers and which has/have been notified in writing to and approved by parties to the (ABU) Collective Employment Agreement for Temporary Workers and as a result should be applied with effect from the first day of the temporary worker's term at the relevant customer.
11. Week: The calendar week starting on Monday at 0.00 am and ending on Sunday at 24.00 pm.

## Article 3: The contract and the deployment

### Contract

1. The contract is entered into for a definite or indefinite period of time.
2. The contract for a definite period of time is the contract that will be entered into:
  - a) either for a fixed term;
  - b) or for a term that can be fixed;
  - c) or for a term that can be fixed that does not exceed a fixed term.The contract for a definite period of time ends by operation of law on the expiry of the agreed term or because a predetermined objectively determinable event occurs.

### End of contract

3. A contract for an indefinite period of time must be cancelled in writing with due observance of a notice period of 15 calendar days.
4. A contract for a definite period of time cannot be cancelled prematurely unless agreed otherwise in writing. If premature cancellation has been agreed, cancellation is possible with due observance of a notice period of 15 calendar days. Cancellation must be made in writing.
5. Each contract ends immediately due to dissolution when one of the parties invokes the dissolution of the contract because:
  - a) the other party is in default;
  - b) the other party has gone into liquidation;
  - c) the other party has been declared bankrupt or has applied for suspension of payments.If the temporary employment agency invokes dissolution on one of these grounds, the customer's conduct, on which the dissolution is based, implies the customer's request to terminate the deployment. This will not result in any liability on the part of the temporary employment agency for the damage that the customer suffers as a result. As a result of the dissolution, the temporary employment agency's claims will be immediately due and payable.

### End of deployment

6. The end of the contract entails the end of the deployment. Termination of the contract by the customer entails a request by the customer to the temporary employment agency to terminate the current deployment(s) by the date on which the contract has been legally terminated, or on which the contract has been legally dissolved.
7. If the temporary employment clause applies between the temporary worker and the temporary employment agency, the deployment of the temporary worker ends at the request of the customer at the moment that the temporary worker reports that he is unable to perform the work due to incapacity for work. Insofar as necessary, the customer is deemed to have made this request. The customer will, upon request, confirm this request to the temporary employment agency in writing.
8. The deployment ends by operation of law if and as soon as the temporary employment agency can no longer make the temporary worker available, because the employment contract between the temporary employment agency and the temporary worker has ended and this employment contract is not subsequently continued for the same customer. In this case, this will not constitute an attributable failure on the part of the temporary employment agency towards the customer and neither will the temporary employment agency be liable for any damage that the customer incurs as a result.

## Article 4: Replacement and availability

1. The temporary employment agency is entitled to offer a replacement temporary worker during the term of the contract. The customer can reject such a proposal on reasonable grounds.

2. The temporary employment agency shall at all times be entitled to submit a proposal to the customer to replace a temporary worker made available by another temporary worker while the contract is being carried out, in view of the company policy or personnel policy of the temporary employment agency, retention of employment or compliance with applicable laws and regulations, in particular the dismissal guideline for the temporary employment sector. The customer will only reject such a proposal on reasonable grounds. The customer will motivate a possible rejection in writing if requested.
3. The temporary employment agency will not have committed any breach towards the customer and is not obliged to compensate the customer for any damage or costs, if for any reason the temporary employment agency cannot (any longer) make a (replacement) temporary worker available to the customer, or at least cannot do so in the manner and amount as set out in the contract or agreed upon later.
4. If the temporary worker is replaced by another temporary worker, the hourly pay with respect to the replacement temporary worker will be re-established on the basis as stated in Article 9 of these general terms and conditions and the customer rate will be adjusted accordingly.
5. If the customer hires a temporary worker for a specific (predetermined) period or contract term, with the result that at the moment the customer terminates the contract with the temporary employment agency with respect to that temporary worker or cancels this (prematurely) or does not renew this and the temporary worker claims a transition payment as laid down in the Work and Security Act (Wvz), if the temporary employment agency cannot immediately place the temporary worker in a new suitable contract, the customer is obliged to indemnify the temporary employment agency in the amount of the temporary worker's transition fee.
6. If in all cases other than that referred to in paragraph 5 of this article, the customer terminates or cancels a contract for the hiring of a temporary worker, and as a result thereof, the temporary worker can claim a transitional allowance from the temporary employment agency as laid down in the Work and Security Act (Wvz), the customer is obliged to indemnify the temporary employment agency in the amount of the transitional allowance accruing to the temporary worker.

## Article 5: Right of suspension

1. The customer is not entitled to suspend the employment of the temporary worker temporarily in full or in part, unless there is force majeure within the meaning of Section 6:75 of the Dutch Civil Code.
2. By way of derogation from paragraph 1 of this article, suspension is possible if:
  - this is agreed in writing and the duration is fixed;
  - and
  - the customer proves that there is temporarily no work available or that the temporary worker cannot be put to work;
  - and
  - the temporary employment agency can successfully appeal to the temporary worker to be excluded from the obligation to continue payment of wages under the CLA.For the duration of the suspension, the customer does not have to pay the customer rate.
3. If the customer is not entitled to suspend the employment temporarily, but the customer temporarily has no work for the temporary worker or cannot employ the temporary worker, the customer is obliged to pay the customer rate in full to the temporary employment agency for the term of the contract over the most recently applicable or usual number of hours and overtime per period (week, month, etc.).

## Article 6: Working procedure

1. The customer will provide the temporary employment agency with an accurate description of the job, job requirements, working hours, work times, work, workplace, working conditions and the intended duration of the contract before commencement of the contract.
2. The temporary employment agency will determine on the basis of the information provided by the customer and the characteristics, knowledge and skills of the temporary workers available to it, which temporary workers it will recommend to the customer for the execution of the contract. The customer is entitled to reject the recommended temporary worker, as a result of which the deployment of the recommended temporary worker will not take place.
3. The temporary employment agency will not be liable for any breach against the customer and is not obliged to pay compensation for any damage, if the contacts between the customer and the temporary employment agency, prior to a possible contract, including a concrete request from the customer to make a temporary worker available, do not result, for whatever reason, in the actual deployment of a temporary worker, or do not do so within the term desired by the customer.
4. The temporary employment agency will not be liable for damage resulting from the deployment of temporary workers who do not turn out to comply with the requirements set by the customer, unless the customer submits a written complaint to the temporary employment agency within a reasonable period after the start of the deployment and proves thereby that there is intent or deliberate recklessness on the part of the temporary employment agency.

## Article 7: Working hours and work times

1. The amount of work and the working hours of the temporary worker at the customer will be laid down in the order confirmation or agreed otherwise. The Temporary Worker's working hours, work times and breaks will be the same as the usual times and hours at the Customer unless otherwise agreed. The customer guarantees that the temporary worker's working hours and the breaks and work times will meet the statutory requirements. The customer will ensure that the temporary worker does not exceed the legally permitted working hours and the agreed amount of work.
2. The temporary worker's holiday and leave will be arranged in conformity with the law and the CLA.
3. If and insofar as the temporary worker requires specific training or (work) instructions for the execution of the contract, the hours that the temporary worker spends on this training and/or work instructions will be charged to the customer as hours worked. Hours that are spent on other training not required specifically for the contract will not be charged to the customer, unless otherwise agreed. The absence periods required for other training will be determined in consultation between the customer and the temporary employment agency and, if possible, agreed at the start of the contract.

## Article 8: Company closures and mandatory days off

1. The customer must inform the temporary employment agency (in writing) of any company closures and collective mandatory days off during the term of the contract, so that the temporary employment agency can, if possible, include this circumstance in the employment contract with the temporary worker. If an intention to establish a business closure and/or collective mandatory days off becomes known after the contract has been entered into, the customer must inform the temporary employment agency of this in writing immediately after it becomes known. If the customer fails to inform the temporary employment agency in time (in writing), the customer is obliged to pay the customer rate in full for the duration of the business closure to the temporary employment agency over the most recent or usual number of hours and overtime per period under the contract and conditions.

## Article 9: Job and (hirer's) remuneration

1. Before the commencement of the contract, the customer will provide a description of the job to be performed by the temporary worker and the corresponding classification in the customer's remuneration scheme.
2. The remuneration of the temporary worker, including any allowances and expense allowances, will be determined in accordance with the CLA (including the provisions on the hirer's remuneration, see paragraphs 4 and 6 below) and the applicable laws and regulations based on the job

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description provided by the customer.

- If at any time it becomes apparent that this job description and the corresponding salary scale do not correspond to the job actually performed by the temporary worker, the customer will immediately provide the temporary employment agency with the correct job description and associated salary scale. The remuneration of the temporary worker will be redefined on the basis of the new job description. The job and/or grading can be adjusted during the contract term if the temporary worker makes a reasonable claim to this adjustment by invoking legislation and regulations, the collective labour agreement and/or the hirer's remuneration. If the adjustment results in a higher remuneration, the temporary employment agency will correct the remuneration of the temporary worker and the customer rate accordingly. The customer owes this corrected rate to the temporary employment agency from the moment the actual job is performed.
- The temporary employment agency is obliged under the CLA to remunerate the temporary worker on the basis of the hirer's remuneration or the ABU remuneration.
- The temporary worker is entitled to the hirer's remuneration from the first day of his deployment at the customer, unless he belongs to one of the specific groups referred to in Article 27 of Section 3 (ABU remuneration) of the CLA. The hirer's remuneration is determined by the customer for each contract. On the application of the hirer's remuneration, the Temporary Employment Agency will classify the job to be performed by the temporary worker before the start of the deployment in the job group applicable at the customer. The classification is based on the information provided to the temporary employment agency by the customer on the grounds of Article 2, paragraph 9.
- The hirer's remuneration can be applied by the temporary employment agency to temporary workers in period C with a secondment agreement for an indefinite period. This will be determined in conformity with the CLA. The temporary employment agency's decision to use the hirer's remuneration instead of the ABU remuneration will be recorded in writing in period C at the start of the secondment agreement for an indefinite period. The decision cannot be changed during the entire duration of period C.
- The customer will inform the temporary employment agency in time and in any case immediately upon becoming aware of changes in the hirer's remuneration and of initial wage increases that have been set.
- If and insofar as the customer provides incorrect or incomplete information in the context of this article, all consequences ensuing therefrom shall be borne by the customer. The customer will indemnify the temporary employment agency in this matter.
- Overtime, shift work, work at special times or days (including public holidays) and/or shifted hours will be paid in accordance with the relevant regulations of the hirer's remuneration or - if applicable - the ABU remuneration, and will be charged to the customer.

### Article 10: Good leadership and/or supervision practices and good commissioning practices

- The customer will act towards the temporary worker in the performance of the supervision and/or the management, as well as with regard to the execution of the work, in the same careful manner as that for which it is obliged vis-à-vis its own employees.
- The customer is not permitted to 'lend' the temporary worker to a third party; that is, to make the temporary worker available to a third party to work under the supervision and/or management of this third party. Lending is also understood to mean the making available by the customer of a temporary worker to a natural person or legal entity with which the customer is associated in a group, as referred to in Article 7:691 paragraph 6 of the Dutch Civil Code.
- The customer can only deploy the temporary worker in a manner other than that stipulated in the contract and conditions if the temporary employment agency and the temporary worker have agreed to this in advance in writing. Conditions can be attached to this agreement.
- The employment of the temporary worker abroad by a customer registered in the Netherlands is only possible under strict supervision and/or management by the customer and for a definite period of time, if this has been agreed in writing with the temporary employment agency and the temporary worker has agreed to this in writing.
- The customer shall compensate the temporary worker for the damage he incurs because an item belonging to him, which was used in the context of the assigned work, is damaged or destroyed.
- The temporary employment agency is not liable towards the customer for damage and losses incurred by the customer, third parties, or the temporary worker arising from the temporary worker's actions or omissions.
- The temporary employment agency is not liable towards the customer for obligations that temporary workers have entered into with or that have arisen for them towards the customer or third parties, with or without permission from the customer or these third parties.
- The customer shall indemnify the temporary employment agency for any - direct or indirect - liability (including costs and including the actual costs of legal assistance) of the temporary employment agency as employer of the temporary worker in respect of the damage, losses and commitments referred to in paragraphs 5, 6 and 7 of this article.
- The customer will take out adequate insurance against liability on the basis of the provisions set out in this article. At the request of the temporary employment agency, the customer will provide a valid proof (policy) of the insurance and/or proof of payment thereof.

### Article 11: Working conditions

- The customer declares that it is familiar with the fact that it is considered an employer in the Working Conditions Act.
- The customer is responsible towards the temporary worker and the temporary employment agency for compliance with the obligations arising from Article 7: 658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the area of safety at work and good working conditions in general. As a result, the customer will, among other things, set up and maintain the premises, machinery and tools in or with which the temporary worker performs work in such a way, and take such measures and provide such instructions for the performance of the work by the temporary worker, that are reasonably necessary to prevent the temporary worker from incurring damage in the performance of the work, in the broadest sense of the word.
- The customer is obliged to provide the temporary worker and the temporary employment agency in plenty of time and, in any case, at least one working day before commencement of the work, with information about the professional qualifications required by the customer and the specific characteristics of the job to be performed. The customer will provide the temporary worker with active information and will provide adequate instructions with regard to the Risk Inventory and Evaluation (RIE) used within its company.
- If the temporary worker has an industrial accident or an occupational disease, the customer will, if required by law, immediately inform the competent authorities and ensure that a written report is immediately drawn up. The report will state the circumstances of the accident in such a way that it can be established with a reasonable degree of certainty whether and to what extent the accident is the result of insufficient measures to prevent the accident or the occupational disease. The customer will inform the temporary employment agency of the accident at work or the occupational disease as soon as possible and submit a copy of the drawn up report as soon as possible.
- The customer will compensate the temporary worker and indemnify the temporary employment agency completely for all damage (including additional costs also including the actual costs of legal assistance) that the temporary worker incurs in the performance of the work, if and insofar as the customer and/or the temporary employment agency is/are liable for this and/or pursuant to Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
- If the industrial accident leads to death, the customer is obliged to compensate the damage (including costs also including the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons mentioned in that article.

- The customer will take out adequate insurance against liability on the basis of the provisions set out in this article. At the request of the temporary employment agency, the customer will provide a valid proof (policy) of insurance and/or proof of payment thereof.

### Article 12: Customer's liability

- The customer who fails to fulfil the obligations arising from these general terms and conditions, in particular the obligations as described in Articles 3 (paragraphs 5, 6 and 7), 4 (paragraph 3), 7, 8, 9 (paragraphs 1, 3, 5 and 7), 10 (paragraphs 1 to 5, 8 and 9), 11 (2 to 6), 16 (paragraph 2), 19 (paragraph 1), 22 and 23 (paragraph 1), will be obliged to reimburse all ensuing damage incurred by the temporary employment agency (including additional costs also including the actual costs of legal assistance), without the need for prior notice of default, and it will indemnify the temporary employment agency fully in this respect. The foregoing does not affect the fact that the temporary employment agency can make other claims and can proceed to dissolve an agreement. The provisions set out in this article are of general validity, both - if necessary additionally - with regard to matters in which the obligation to pay compensation is already regulated separately in these general terms and conditions and in respect of matters in respect of which this is not the case.

### Article 13: Customer rate

- The customer rate owed by the customer to the temporary employment agency will be calculated over the hours to which the temporary employment agency is entitled on the basis of the contract and/or conditions and will always be calculated at least over the hours actually worked by the temporary worker. The customer rate is multiplied by the allowances and increased by the cost reimbursements that the temporary employment agency owes to the temporary worker. VAT will be charged on the customer rate, the allowances and reimbursement of costs.
- If, at any time, the hirer's remuneration as referred to in Article 2, paragraph 9 of these general terms and conditions changes, the temporary employment agency will re-establish the temporary worker's remuneration in accordance with the new hirer's remuneration.
- In addition to the aforementioned, the temporary employment agency is in any case also entitled to adjust the customer rate during the term of the contract, if the cost of the temporary agency work increases:
  - as a result of a (regular and/or one-off) salary increase and/or a (one-off) mandatory payment, arising from the CLA, the CLA and/or employment conditions regulation and/or law and regulations applicable to the customer;
  - as a result of changes in or as a result of legislation and regulations, including changes in or as a result of the social and fiscal legislation and regulations, the CLA or any binding regulation.
- If the customer does not agree to the payment of the adjusted customer rate in contravention of paragraphs 2 and 3 of this article, then this is deemed to be a request by the customer to immediately terminate the contract.
- If during the term of a contract, with the express prior written consent of the temporary employment agency, the temporary worker's job changes in the sense that the job corresponds to work that is classified lower, the hourly rate and the customer rate will remain unchanged.
- Any adjustment of the customer rate will be confirmed in writing by the temporary employment agency to the customer as soon as possible. If due to any cause attributable to the customer the remuneration and/or the customer rate is/are set too low, the temporary employment agency is also entitled to retroactively bring the remuneration and the customer rate retrospectively to the correct level. The temporary employment agency can also charge the customer for what the customer has paid too little and the costs incurred by the temporary employment agency as a result of this.

### Article 14: Special minimum payment obligation of at least three hours

- If the scope of the work to be performed by the temporary worker and/or the working hours are not clearly defined and the customer gives the temporary worker no or less than three (consecutive) hours the opportunity to perform the agreed work per call, the customer will pay the temporary employment agency the customer rate over at least three or as many more hours as agreed per call.

### Article 15: Entering into an employment relationship between the Customer and Temporary Worker

- The customer is only entitled to enter into an employment relationship with a temporary worker made available to him by the temporary employment agency if and insofar as the conditions stated in this article are met.
- For the purposes of this article, temporary worker also means:
  - the prospective temporary worker who is registered with the temporary employment agency;
  - the (prospective) temporary worker who has been recommended to the customer;
- For the purpose of this article, entering into an employment relationship with a temporary worker means:
  - entering into an employment contract, an agreement to accept work and/or an agreement to provide services by the customer with the temporary worker for the same or different work;
  - appointing the temporary employee as an official for the same or different work;
  - having the temporary worker in question made available to the customer through a third party (for example another temporary employment agency) for the same or different work;
  - entering into an employment relationship by the temporary worker with a third party for the same or different work, whereby the customer and that third party are affiliated in a group or the one is a subsidiary of the other.
- The customer will not enter into an employment relationship with a temporary worker until the temporary employment contract between the temporary worker and the temporary employment agency has been legally terminated.
- The customer will inform the temporary employment agency in writing in good time of its intention to enter into an employment relationship with the temporary worker. In other words, before actually implementing such intention.
- If, in accordance with the provisions set out in the previous paragraphs of this article, the customer enters into an employment relationship with a temporary worker, which is made available to it on the basis of a contract for an indefinite period of time, before that temporary worker has - on the basis of that contract - worked 1040 hours, the customer will owe the temporary employment agency an amount equal to 25% of the last applicable customer rate over 1040 hours less the hours already worked by that temporary worker on the basis of the contract.
- If the customer enters into an employment relationship with a temporary worker who is made available to it on the basis of a contract for a definite period of time, the customer will owe an amount equal to 25% of the last customer rate (calculated over the agreed or usual hours and additional hours/overtime) over the remaining term of the contract or - in the case of a contract that can be terminated prematurely - over the unobserved notice period, on the understanding that the customer will always owe at least the amount referred to in paragraph 6.
- If the customer enters into an employment relationship with a temporary worker in accordance with the provisions set out in paragraphs 1 to 5 above, the contract between the customer and the temporary employment agency will end with effect from the day on which the employment relationship commences.
- If the customer enters into an employment relationship with the temporary worker within 3 months after the deployment of this temporary worker at the customer has ended (regardless of whether this was based on a contract for a definite or indefinite period of time), the customer will owe the amount referred to in paragraph 6. This applies both in case the customer has contacted the temporary worker for this purpose - directly or through third parties - and in case the temporary worker has applied directly or through third parties to the customer.

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If, initially, a (potential) customer has come into contact with a (prospective) temporary worker through the agency of the temporary employment agency, for example because the temporary worker has been recommended to the customer by the temporary employment agency, and that (potential) customer enters into an employment relationship with such (prospective) temporary worker within three months and no deployment has been agreed, the potential customer will owe an amount equal to 25% of the customer rate that would have been applicable to the temporary worker involved if the deployment had been agreed, over 1040 hours.

The customer is also liable to pay this compensation if the temporary worker approaches the customer directly or through third parties and/or applies for a job and as a result a direct or indirect employment relationship is entered into with the temporary worker. If the temporary employment agency and the customer have not yet agreed a customer rate for the deployment of the temporary worker, without prejudice to the temporary employment agency's right to claim full compensation, the customer will owe an amount of € 7,500.00 excluding VAT, immediately due and payable, without further notice or notice of default being required.

## Article 16: Billing & time accounting

1. Billing will take place based on the time accounting method agreed with the customer and also based on the provisions agreed in the contract or set out in these terms and conditions. Unless otherwise agreed in writing, the time accounting will be done by means of claims forms approved in writing by the customer.
2. The customer and the temporary employment agency agree that the time accounting will be done by means of a time registration system, an electronic and/or automation system, or by means of statements prepared by or for the customer.
3. The customer will ensure that the time accounting is correct and accurate and is obliged to arrange or to ensure that the data pertaining to the temporary worker included therein are stated correctly and truthfully, for instance: the temporary worker's name, the number of hours worked, overtime, irregular hours and shift times, the other hours over which the customer rate is owed under the contract and conditions, any allowances payable and any expenses actually incurred.
4. If the customer submits the time accounting, it will ensure that the temporary employment agency receives the time accounting in the week following that in which the work was performed. The customer is responsible for the way in which the time accounting is provided to the temporary employment agency.
5. Before the customer submits the time accounting, it will give the temporary worker the opportunity to check the time accounting. If and insofar as the temporary worker disputes the data stated in the time accounting, the temporary employment agency is entitled to set the hours and costs in accordance with the temporary worker's statement, unless the customer can demonstrate that the information it has provided is correct.
6. If the time accounting is done by way of claims forms to be submitted by the temporary worker, the customer will keep a copy of the claims form. If the claims form submitted by the temporary worker to the temporary employment agency and the copy kept by the customer differ, the claims form submitted by the temporary worker to the temporary employment agency will apply as full proof, subject to proof to the contrary being provided by the customer.

## Article 17: Payment

1. The customer will be required to pay every bill sent by the temporary employment agency within 14 calendar days after the date of the bill. If a bill is not paid within this period, the customer will be legally in default from the first day after the expiry of the payment term, without notice being required, and an interest of 1% per calendar month will be due on the outstanding amount, whereby a part of a month counts as a full month. The bill or copy of the bill sent by the temporary employment agency to the customer, which is in the possession of the temporary employment agency, counts as full proof of the interest due and the day on which the interest calculation begins.
2. If the customer disputes all or part of the bill, it must notify the temporary employment agency of this in writing within 14 calendar days of the date of the bill, stating reasons. On the expiry of this period, the customer's right to dispute the bill will lapse. It is up to the customer to produce evidence that the bill has been disputed timely. Disputing the bill will not release the customer from its payment obligation.
3. The customer is not authorised to set off the amount of the bill, regardless of whether it disputes this bill, against a rightly or wrongly alleged counterclaim and/or to suspend the payment of the bill.
4. Only payments made to the temporary employment agency or to a third party designated in writing by the temporary employment agency work will be accepted. Payments by the customer to a temporary worker, under whatever title, are non-binding to the temporary employment agency and can never constitute grounds for debt cancellation or set-off.
5. If the financial position and/or payment behaviour of the customer gives rise to this, in the opinion of the temporary employment agency, the customer will be obliged to provide an advance and/or sufficient security at the written request of the temporary employment agency by means of a bank guarantee, right of pledge or otherwise, with regard to its obligations towards the temporary employment agency. Security can be requested for both existing and future obligations, an advance for future obligations only. The amount of the requested security and/or the requested advance must be in proportion to the amount of the relevant obligations of the customer.
6. If the customer does not provide the advance referred to in paragraph 5 or does not provide the requested security within the period set by the temporary employment agency, the customer will be in default without further notice of default being required and the temporary employment agency will therefore be entitled to suspend the fulfilment of all its obligations or to call for the dissolution of all contracts with the customer. The temporary employment agency may also charge a surcharge on the billed amount in the context of a late payment.
7. All judicial and extrajudicial (collection) costs incurred by the temporary employment agency as a result of the non-fulfilment by the customer of its obligations pursuant to this article will be entirely payable by the customer. The compensation in respect of extrajudicial costs is fixed at 15% of the principal sum due including VAT and interest (with a minimum of € 300.00 per claim), unless the temporary employment agency demonstrably incurred more costs. The fixed compensation will always be charged to the customer as soon as the customer is in default and will be charged without further proof being provided.

## Article 18: Best efforts obligation and liability

1. The temporary employment agency is obliged to make every effort to execute the contract properly. If and insofar as the temporary employment agency does not comply with this obligation, the temporary employment agency is obliged, with due observance of the provisions set out in paragraphs 2 and 3 and elsewhere in the general terms and conditions, to reimburse the direct damage incurred by the customer arising from this, provided that, as soon as possible, but no later than three months after this damage was incurred or became known, the customer submits a written complaint to the temporary employment agency, proving that the damage is the direct result of an attributable shortcoming on the part of the temporary employment agency.
2. Any liability arising from the temporary employment agency's contract will be limited to the customer rate charged by the temporary employment agency to the customer for the execution of the contract, such for the agreed number of working hours and the agreed duration of the contract up to a maximum of three months. The maximum amount to be paid out by the temporary employment agency shall under no circumstances exceed the amount to be paid by its insurance.
3. Liability on the part of the temporary employment agency for indirect damage, including consequential loss, lost profit, missed savings and loss due to business interruption, is in all cases excluded.

## Article 19: Intellectual and industrial property

1. At the request of the customer, the temporary employment agency will have a written declaration signed by the temporary worker in order to ensure - if necessary and possible - that all intellectual and industrial property rights that accrue to the results of the work performed by the temporary worker, are or will be transferred to the customer. If the temporary employment agency owes compensation to the temporary worker in connection with this or otherwise incurs costs, the customer will owe equal compensation or equal costs to the temporary employment agency.
2. The customer is free to enter into an agreement directly with the temporary worker or to submit a declaration to the temporary worker to sign with regard to the intellectual and industrial property rights referred to in paragraph 1. The customer will inform the temporary employment agency of its intention to do this and will provide a copy of the relevant agreement/declaration to the temporary employment agency.
3. The temporary employment agency will not be liable vis-à-vis the customer for a fine or periodic penalty payment that the temporary agency worker forfeits or any damage incurred by the customer as a result of the temporary worker invoking any intellectual and/or industrial property rights.

## Article 20: Confidentiality

1. The temporary employment agency and the customer will not provide confidential information from or about the other party, its activities and relations, which came to their attention as a result of the contract, to third parties, unless - and then insofar as - provision of that information is required to duly execute the contract or they are legally obliged to disclose such information.
2. At the request of the customer, the temporary employment agency will require the temporary agency worker to observe confidentiality with regard to everything that is known or perceived by him in the performance of the work, unless the temporary worker has a legal or judicial duty to disclose such information.
3. The customer is free to require the temporary worker directly to observe confidentiality. The customer will inform the temporary employment agency in writing about its intention to do this and will provide a copy of the declaration/agreement drawn up with regard to this to the temporary employment agency. The temporary employment agency will not be liable for a fine, penalty payment or any damage of the customer as a result of a violation of this duty of confidentiality by the temporary worker.

## Article 21: Customer's duty to verify and retain

1. The customer to which the temporary employment agency makes available a foreign national within the meaning of the Foreign Nationals Employment Act explicitly declares that it is familiar with Article 15 of this Act, meaning, among other things, that when the foreign national starts work, the customer must receive a copy of the document referred to in Article 1 of the Compulsory Identification Act from the foreign national. The customer is responsible for a careful check of the aforementioned document and on the basis of this determines the identity of the foreign national and will keep a copy of the document in its administration. The temporary employment agency will not be responsible or liable for any fine that is imposed on the customer under the Foreign National Employment Act. The customer will indemnify the temporary employment agency in this matter.

## Article 22: Preventing unacceptable discrimination

1. In order to prevent unauthorised discrimination, in particular with regard to religion, belief, political opinion, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or on other grounds, requirements that are not relevant to the job's duties cannot be imposed by the customer when providing information about the work to be performed and neither can this be taken into consideration by the temporary employment agency.
2. The customer will indemnify the temporary employment agency with regard to the possible consequences of unauthorised discrimination made by it.

## Article 23: Employee participation

1. The customer is obliged to give the temporary worker who is a member of the works council of the temporary employment agency or of the works council of the customer the opportunity to exercise these participation rights in accordance with legislation and regulations.
2. If the temporary worker exercises their participation rights in the customer's company, the customer will also owe the customer rate for the hours in which the temporary worker works during working hours or undergoes training in connection with the exercise of the participation rights.

## Article 24: Disputes and applicable law

1. All disputes arising from or related to a legal relationship between the parties to which these general terms and conditions apply will in the first instance be settled exclusively by the competent court of the district in which the temporary employment agency's head office is located.
2. Dutch law is exclusively applicable to these general terms and conditions and all offers, contracts and other agreements.

## Article 25: (Partial) voidability or nullity of the general terms and conditions

1. If one or more provisions of these general terms and conditions are null and void or are nullified, the contract and the general terms and conditions will remain in force for the remainder. The provisions which are not legally valid or cannot be legally applied will be replaced by provisions that are as close as possible to the scope of the provisions to be replaced.