



General terms and conditions

Wiertz Company and its subsidiary companies
Wiertz Personeelsdiensten | Payroll Nederland
ZUID recruiters | LSB Academie | Taxi Payroll Services

General Terms and Conditions for the secondment of temporary employees of
Wiertz Company B.V. and its subsidiary companies:
Wiertz Personeelsdiensten
Payroll Nederland
ZUID recruiters
LSB Academie
Taxi Payroll Services

These General Terms and Conditions have been filed at the office of the Chamber of Commerce in Roermond under number 14093392 and can also be downloaded at www.wiertz.com.

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Article 1 Scope

1. These General Terms and Conditions shall apply to all offers, assignments and other agreements of Wiertz Company B.V., Wiertz Personeelsdiensten, Payroll Limburg, ZUID recruiters, LSB Academie and Taxi Payroll Services in so far as they relate to the hiring out of temporary staff to clients.
2. Any purchase or other conditions of the client shall not apply.
3. Agreements deviating from these General Terms and Conditions shall only apply if agreed in writing.

Article 2 Definitions

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

1. **Temporary employment agency:** a temporary employment agency with its registered office in the Netherlands which, on the basis of an agreement, hires out temporary employees to clients.
2. **Temporary employee:** any natural person who has entered into a temporary employment contract with the temporary employment agency as referred to in Article 690 of Book 7 of the Dutch Civil Code in order to perform work for a third party under the management and supervision of that third party.
3. **Client:** any natural or legal person who allows a temporary employee to carry out work under his management and supervision in the context of an assignment as referred to in paragraph 4 of this Article.
4. **Assignment:** the agreement between a client and the temporary employment agency on the basis of which a single temporary employee, as referred to in paragraph 2 of this Article, is hired out by the temporary employment agency to the client to perform work under the client's management and supervision, all this against payment of the client rate.
5. **Posting:** the employment of a temporary employee within the framework of an assignment.
6. **Temporary employment clause:** the written provision in the employment contract between the temporary employment agency and the temporary employee and/or in this CLA that terminates the employment contract by operation of law if the temporary employee's posting by the temporary employment agency to the client comes to an end at the client's request (Article 691 (2) of Book 7 of the Dutch Civil Code).
7. **CLA:** the collective labour agreement for Temporary Employees, concluded between the Federation of Private Employment Agencies (ABU) on the one hand and FNV Bondgenoten, CNV Dienstenbond and De Unie on the other.
8. **Client rate:** The rate owed by the client to the temporary employment agency, excluding surcharges, expense allowances and VAT. The rate is calculated per hour, unless stated otherwise.
9. **User company remuneration:** the legally applicable remuneration of an employee employed by the client, working in a position that is equal or equivalent to the position held by the temporary employee. According to the CLA 2004-2009, the user company remuneration consists of the following elements:
 - a. The applicable period wage in the scale;
 - b. The applicable working time reduction (to be compensated in time or money, at the choice of the temporary employment agency);
 - c. Allowances for overtime, shifted hours, irregularity (including public holiday bonus) and shift bonuses;

- d. Initial salary increases, amount and time as determined by the client;
 - e. Reimbursements of expenses (in so far as the temporary employment agency is permitted to pay them free of wage tax and social security contributions);
 - f. Periodicals, amount and time as determined by the client.
10. **Skilled workers scheme:** The specific provision(s) in the client's CLA that relate to the remuneration (as referred to in paragraph 9) of skilled workers and that have been reported to and approved in writing by parties to the ABU CLA for Temporary Employees and must therefore be applied with effect from the first day of the temporary employee's length of stay at the client in question.

Article 3 **Assignment and posting**

Assignment

1. The assignment is entered into for a definite or indefinite period of time
2. The assignment for a definite period is the assignment that is entered into for:
 - a fixed period; or
 - a determinable period; or
 - a determinable period not exceeding a fixed period.
 The assignment for a definite period ends by operation of law by the expiry of the agreed period or by the occurrence of a pre-determined objectively determinable event.

End of assignment

3. Notice of termination of an assignment for an indefinite period of time must be given in writing with due observance of a notice period of 15 calendar days.
4. Early termination of the assignment for a definite period is not possible, unless otherwise agreed in writing. If early termination has been agreed, termination is possible with a notice period of 15 calendar days. The notice of termination must be given in writing.
5. Each assignment ends immediately due to dissolution at the moment that one of the parties invokes the dissolution of the assignment because:
 - the other party is in default;
 - the other party has been liquidated;
 - the other party has been declared bankrupt or has applied for a moratorium.
 If the temporary employment agency invokes the dissolution on one of these grounds, the client's request to terminate the posting will be based on the client's conduct on which the dissolution is based. This does not lead to any liability on the part of the temporary employment agency for the damage suffered by the client as a result. As a result of the dissolution, the temporary employment agency's claims will become immediately due and payable.

End of posting

6. The end of the assignment means the end of the posting.
Termination of the assignment by the client entails the client's request to the temporary employment agency to terminate the current posting(s) by the date on which the assignment has been validly ended or by which the assignment has been validly terminated.

7. If the temporary employment clause applies between the temporary employee and the temporary employment agency, the temporary employee's posting will end at the client's request at the time that the temporary employee reports that he is unable to perform the work due to incapacity for work. To the extent necessary, the client shall be deemed to have made this request. If requested, the client will confirm this request to the temporary employment agency in writing.
8. The posting shall end by operation of law if and as soon as the temporary employment agency is no longer able to assign the temporary employee because the employment contract between the temporary employment agency and the temporary employee has ended and this employment contract is not consecutively continued for the benefit of the same client. In this case, the temporary employment agency shall not be accountable for any failure vis-à-vis the client and shall not be liable for any damage that the client may suffer as a result.

Article 4 Replacement and availability

1. The temporary employment agency shall be entitled to offer a replacement temporary employee during the term of the assignment. The client may reject such a proposal on reasonable grounds.
2. The temporary employment agency shall at all times be entitled to submit a proposal to the client for the replacement of a posted temporary employee by another temporary employee while continuing the assignment, with a view to the temporary employment policy or personnel policy of the temporary employment agency, retention of employment or compliance with the applicable laws and regulations, in particular the dismissal directive for the temporary employment sector. The client shall only reject such a proposal on reasonable grounds. If requested, the client shall give reasons for any rejection in writing.
3. The temporary employment agency shall not be liable for any failure vis-à-vis the client and shall not be obliged to compensate any damage or costs to the client if, for whatever reason, the temporary employment agency is unable to provide the client with a temporary (replacement) employee, or at least no longer able to provide such a temporary (replacement) employee, in the manner and to the extent agreed upon for the assignment or thereafter.
4. If the employee is replaced and there is reason to do so on the basis of Article 11 of these terms and conditions, the hourly remuneration of the employee shall be adjusted in accordance with Article 11 of these terms and conditions, and the client rate shall in that case be adjusted in accordance with Article 15 of these terms and conditions.

Article 5 Right of suspension

1. The client is not entitled to temporarily suspend all or part of the temporary employee's employment, except in the event of force majeure within the meaning of Article 75 of Book 6 of the Dutch Civil Code.
2. Contrary to paragraph 1 of this Article, suspension is possible if:
 - This has been agreed in writing and the term has been laid down, and;
 - The client demonstrates that temporarily no work is available or the temporary employee cannot be put to work, and;
 - The temporary employment agency may successfully invoke the exclusion of the obligation to continue to pay wages vis-à-vis the temporary employee on the grounds of this CLA.

The client shall not owe the client rate for the duration of the suspension.

3. If the client is not entitled to temporarily suspend the work, but the client temporarily has no work for the temporary employee or is unable to deploy the temporary employee, the client shall be obliged to pay the temporary employment agency the full client rate for the duration of the assignment for the most recent or customary number of hours and overtime per period (week, month, etc.) pursuant to the assignment.

Article 6 Entering into an employment relationship with a temporary employee

- a. For the purposes of this Article, entering into an employment relationship with a temporary employee is deemed to mean:
 - the conclusion of an employment contract, an agreement for the contracting of work and/or a contract for services between the client and the temporary employee;
 - having the temporary employee in question placed at the client's disposal by a third party (for example, another temporary employment agency);
 - the temporary employee entering into an employment relationship with a third party, whereby the client and that third party are organizationally interconnected in a group (within the meaning of Article 2:24b of the Dutch Civil Code) or the one is a subsidiary of the other (within the meaning of Article 2:24a of the Dutch Civil Code).
- b. For the purposes of this Article, the term 'temporary employee' shall also be taken to mean:
 - the prospective temporary employee registered with the temporary employment agency;
 - the (prospective) temporary employee who has been proposed to the client;
 - the temporary employee whose posting ended less than three months before entering into the employment relationship with the client.
- c. The client shall only be entitled to enter into an employment relationship with a temporary employee if and in so far as the provisions of this Article are complied with.
- d. The client shall inform the temporary employment agency in good time and in writing of its intention to enter into an employment relationship with the temporary employee before implementing that intention.
- e. The client shall not enter into an employment relationship with the temporary employee if and in so far as the temporary employee cannot validly terminate or have terminated the temporary employment contract with the temporary employment agency, and if and in so far as the client cannot validly terminate the assignment or have terminated the assignment with the temporary employment agency.
- f. If the client enters into an employment relationship with the temporary employee for the same or a different job in accordance with the provisions of paragraphs c. to e. above within a period of six months from the commencement of the posting, the client shall owe the temporary employment agency the following fee:
 1. if the employment relationship with the temporary employee commences before the posting has lasted ten worked weeks: a fee amounting to 20% of the most recently applicable client rate for the temporary employee concerned over a period of six months;
 2. if the employment relationship with the temporary employee commences after the posting has lasted ten worked weeks but before the placement has lasted nineteen

worked weeks: a fee amounting to 15% of the most recently applicable client rate for the temporary employee concerned over a period of six months;

3. if the employment relationship with the temporary employee commences after the posting has lasted nineteen weeks worked but before the posting has lasted twenty-seven weeks worked:

a fee amounting to 10% of the most recently applicable client rate for the temporary employee concerned over a period of six months. For the purposes of this Article, 'worked weeks' means: weeks, in which week is taken to mean a calendar week starting at 0.00 hours on Monday and ending at 0.00 hours on Sunday in which the temporary employee has worked for the client in the context of the assignment.

The client shall also owe the fee referred to in this paragraph if the temporary employee applies to the client directly or via third parties within three months after the posting to the client has ended, or if the client approaches the temporary employee directly or via third parties within three months after the posting to the client has ended (irrespective of whether it was based on an assignment for a definite or indefinite period of time), and the client enters into an employment relationship with the temporary employee in question as a result.

- g. If a temporary employee has been proposed to a potential client through the intermediary of the temporary employment agency and that potential client enters into an employment relationship with that temporary employee for the same or another position before the posting is concluded, that potential client will owe a fee of 20% of the client rate, which would have been applicable to the temporary employee in question for a period of six months if the posting had been concluded. The client will always owe this fee if the client first came into contact with the temporary employee through the intermediary of the temporary employment agency. The client will also owe the fee referred to in the first sentence of this paragraph if the temporary employee applies to the client directly or via third parties within three months of the contact being established, or if the client approaches the temporary employee directly or via third parties within three months of the contact being established and enters into an employment relationship with the temporary employee in question as a result of this.
- h. If the client enters into an employment relationship with the temporary employee during an assignment that can be terminated early, the client shall be entitled to decide not to observe the notice period agreed in accordance with the assignment. In that case, however, the client will be obliged to compensate the temporary employment agency for the damage it suffers as a result. This damage is fixed at 30% of the client rate on the non-observed notice period for the assignment in question. In addition, the client must pay the fee referred to in paragraph f. of this Article, in so far as applicable.
- i. If the client enters into an employment relationship with the temporary employee during an assignment that cannot be terminated early, the client is obliged to pay the agreed client rate for the temporary employee in question for the remaining term of the

assignment. In addition, the client must pay the fee referred to in paragraph f. of this Article, in so far as applicable.

- j. The client rate, as stated repeatedly in this Article, shall be calculated on the basis of the most recent or customary number of hours or overtime per period (week, month, etc.) in accordance with the assignment and the terms and conditions, as if the assignment had been concluded or not ended, with a minimum of 20 hours per week.

The provisions of Article 17 of these General Terms and Conditions also apply to the fees charged pursuant to this Article 6.

Article 7 Working procedure

1. Before the commencement of the assignment the client shall provide the temporary employment agency with an accurate description of the job, job requirements, working hours, length of the working week, duties, place of work, working conditions and the intended term of the assignment.
2. On the basis of the information provided by the client and the qualities, knowledge and skills of the temporary employees who are eligible for secondment, the temporary employment agency shall determine which temporary employees it proposes to the client for the performance of the assignment. The client shall be entitled to reject the proposed temporary employee, as a result of which the posting of the proposed temporary employee will not take place.
 1. The temporary employment agency shall not fail to meet its obligations towards the client and shall not be obliged to compensate any damage if the contacts between the client and the temporary employment agency prior to a possible assignment, including a concrete request by the client to provide a temporary employee, for whatever reason, do not lead to the actual provision of a temporary employee or not within the term desired by the client.
3. The temporary employment agency shall not be liable for damage as a result of the deployment of employees who turn out not to meet the requirements set by the client, unless the client submits a written complaint to the temporary employment agency on this matter within a reasonable period of time after the commencement of the posting and proves in this connection that the temporary employment agency was guilty of intent or wilful recklessness in its selection.

Article 8 Length of the working week and working hours

1. The length of the working week and working hours of the temporary employee at the client are laid down in the assignment confirmation, unless otherwise agreed. The length of the temporary employee's working week and working hours and rest periods shall be equal to the customary times and hours at the client, unless otherwise agreed. The client guarantees that the length of the working week and the rest and working hours of the temporary employee comply with the statutory requirements. The client shall ensure that the temporary employee does not exceed the working hours permitted by law and the agreed length of the working week.

2. The temporary employee's holidays and leave are arranged in accordance with the law and the CLA.
3. If the temporary employee requires training or work instructions to carry out the assignment, the hours that the temporary employee spends on this training shall be charged to the client as hours worked. Hours spent on other training will not be charged to the client, unless otherwise agreed. The periods of absence required for other shall be determined in consultation between the client and the temporary employment agency and agreed, if possible, at the commencement of the assignment.

Article 9 **Business closures and compulsory days off**

1. Upon commencement of the assignment, the client shall inform the temporary employment agency of any company closures and collectively compulsory days off during the term of the assignment, so that the temporary employment agency can, if possible, make this circumstance part of the employment agreement with the temporary employee. If an intention to adopt a business closure and/or collective compulsory days off becomes known after the assignment has been entered into, the client must inform the temporary employment agency of this immediately after it becomes known. If the client fails to inform the temporary employment agency in a timely manner, the client shall be obliged to pay the temporary employment agency the client rate in full for the most recent or customary number of hours and overtime hours per period pursuant to the assignment and conditions for the duration of the company closure.

Article 10 **Special minimum payment obligations**

If:

1. the temporary employee reports at the agreed time and place for the performance of the temporary work, but is not enabled by the client to commence the temporary work, or:
2. if, pursuant to the assignment, the scope of the temporary work is less than fifteen hours per week and the times at which the temporary work must be performed have not been determined, or if the scope of the temporary work has not been determined or has not been determined unambiguously, or if the client does not give the temporary employee the opportunity to carry out the agreed work, or does not allow the temporary employee to carry out the agreed work for less than three consecutive hours per call, then the client shall at least be required to pay to the temporary employment agency per call the client rate calculated on the basis of three hours worked, without prejudice to the client's other obligations vis-à-vis the temporary employment agency.

Article 11 **Position and remuneration**

1. Prior to commencement of the assignment, the client shall provide a description of the position to be held by the temporary employee and the corresponding classification in the client's remuneration scheme.
2. The temporary employee's remuneration, including any (expense) allowances, is determined in accordance with the CLA (including the provisions concerning the user company remuneration, see paragraphs 4 and 6 below) and the applicable laws and regulations, on the basis of the job description provided by the client.

3. If at any time it transpires that the job description and the associated classification do not correspond with the job actually carried out by the temporary employee, the client shall immediately provide the temporary employment agency with the correct job description and associated classification. The temporary employee's remuneration shall be reassessed on the basis of the new job description. The job and/or classification may be adjusted during the term of the assignment if the temporary employee reasonably claims this adjustment on the grounds of legislation and regulations, the CLA and/or the user company remuneration. If the adjustment results in a higher remuneration, the temporary employment agency shall correct the temporary employee's remuneration *and* the client rate accordingly. The client shall owe this corrected rate to the private employment agency from the moment that the temporary employee carries out the actual work.
4. By virtue of the CLA, the temporary employment agency shall be obliged to apply the user company remuneration after the temporary employee has worked 26 weeks for the client.
5. The client shall provide the temporary employment agency with information on all the elements of the user company remuneration referred to in Article 2 (9), in a timely manner, but no later than in the 22nd week that the temporary employee has worked for it (with regard to the amount and time of initial wage increases; only in so far as known at that moment).
6. If the temporary employment agency has agreed with the client to apply the user company remuneration with effect from the first working day of the temporary employee and/or if there is a skilled worker scheme, the temporary employment agency will apply the user company remuneration from the first working day of the temporary employee and the client will provide the temporary employment agency with the information referred to in paragraph 5 of this Article before commencement of the work.
7. The client shall inform the temporary employment agency in good time and in any case immediately on becoming aware of any changes in the user company remuneration and of any determined initial wage increases.
8. Overtime, shift work, work at special times or on special days (including public holidays) and/or shifted hours shall be remunerated in accordance with the applicable regulations in the CLA or - if applicable - the user company remuneration and shall be passed on to the client.

Article 12 **Effective conduct of management and supervision**

1. The client shall act with the same care towards the temporary employee in the conduct of its supervision or management and with regard to the performance of the work as it is obliged to act towards its own employees.
2. The client is not permitted to second the temporary employee in turn to a third party, i.e. to make the temporary employee available to a third party for the performance of work under the supervision or management of this third party. The term 'seconding' includes the provision by the client to a (legal) person with whom the client is associated in a group.
3. The client may only employ the temporary employee contrary to the provisions of the assignment and conditions if the temporary employment agency and the temporary employee have given their prior written consent.

4. The temporary employee may only be deployed abroad by a client with its registered office in the Netherlands under the strict management and supervision of the client and for a fixed period if this has been agreed in writing with the temporary employment agency and the temporary employee has consented to this in writing.
5. The client shall compensate the temporary employee for any damage he suffers as a result of the damage or destruction of an item belonging to him that was used in the context of the work assigned to him.
6. The temporary employment agency shall not be liable vis-à-vis the client for any damage or loss to the client, third parties or to the temporary employee himself arising from the temporary employee's acts or omissions.
7. The temporary employment agency shall not be liable vis-à-vis the client for any obligations that temporary employees have assumed with or that have arisen for them vis-à-vis the client or third parties, whether or not with the consent of the client or those third parties.
8. The client indemnifies the temporary employment agency against any liability (including costs, among which the actual costs of legal assistance) on the part of the temporary employment agency as the temporary employee's employer - directly or indirectly - in respect of the damages, losses and obligations referred to in paragraphs 5, 6 and 7 of this Article.
9. The client shall, as far as possible, take out adequate insurance against liability by virtue of the provisions of this Article. At the temporary employment agency's request, the client shall provide proof of insurance.

Article 13 **Working conditions**

The client declares that he is aware of the fact that he is regarded as an employer under the Working Conditions Act.

1. The client shall be responsible vis-à-vis the temporary employee and the temporary employment agency for compliance with the obligations arising from Article 658 of Book 7 of the Dutch Civil Code, the Working Conditions Act and the associated regulations in the field of safety in the workplace and good working conditions in general.
2. The client shall be obliged to provide the temporary employee and the temporary employment agency with information in writing about the required professional qualifications and the specific characteristics of the job to be taken up in good time, at least one working day before the commencement of the work. The client shall actively inform the temporary employee with regard to the Risk Inventory and Evaluation (RIE) used within his company.
3. If the temporary employee suffers a work-related accident or occupational illness, the client shall, if required by law, inform the competent authorities immediately and ensure that a written report is drawn up forthwith. The report shall record the facts of the accident in such a way that it is possible to determine with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or occupational illness. The client shall inform the temporary employment agency as soon as possible about the work-related accident or occupational illness and shall submit a copy of the report drawn up.
4. The client shall compensate the temporary employee and indemnify the temporary

employment agency against all damage (including costs, among which the actual costs of legal assistance) that the temporary employee suffers in the performance of his work, if and in so far as the client and/or the temporary employment agency is liable for such damage on the grounds of Article 658 and/or 611 of Book 7 of the Dutch Civil Code.

5. If the work-related accident leads to death, the client shall be obliged to compensate the damage (including costs, among which the actual costs of legal assistance) in accordance with Article 108 of Book 6 of the Dutch Civil Code to the persons referred to in that Article.
6. The client shall take out adequate insurance against liability by virtue of the provisions of this Article. At the temporary employment agency's request, the client shall provide proof of insurance.

Article 14 Liability of the client

1. A client who fails to perform the obligations arising for it from these General Terms and Conditions shall be obliged to pay compensation for all ensuing damage suffered by the temporary employment agency (including all costs, among which the costs of legal assistance), without prior notice of default being required, and the client must indemnify the temporary employment agency in that respect if necessary. This does not affect the fact that the temporary employment agency may bring any other claims, such as invoking dissolution. The provisions of this Article are of general application, both - if necessary, additionally - with regard to subjects where the obligation to pay compensation is already regulated separately in these General Terms and Conditions and with regard to subjects where this is not the case.

Article 15 Client rate

1. The client rate payable by the client to the temporary employment agency shall be calculated on the basis of the hours to which the temporary employment agency is entitled on the basis of the assignment and/or conditions and shall always be calculated at least on the basis of the hours actually worked by the temporary employee. The client rate is multiplied by the allowances and increased by the expense allowances that the temporary employment agency owes the temporary employee. VAT will be charged on the client rate, the allowances and expense allowances.
2. If at any time, in accordance with Article 11 (4) of these conditions, the user company remuneration must be applied, the temporary employment agency shall again lay down the remuneration of the temporary employee and the client rate on the basis of the information provided by the client about the job classification and the user company remuneration. The remuneration and the client rate include all the elements of the user company remuneration that apply to the client.
3. In addition to the situation referred to in paragraph 2, the temporary employment agency shall in any case also be entitled to adjust the client rate during the term of the assignment, if the costs of the temporary work increase:
 - as a result of a change in the CLA or in the wages regulated by it or a change in the CLA and/or terms of employment applicable in the client's organisation or in the wages regulated by it;
 - as a result of changes in or as a result of laws and regulations, including changes in or as a result of social and fiscal laws and regulations, regulations, the CLA for Temporary Employees or any binding regulations;

- as a result of a (periodic) wage increase and/or a (one-off) mandatory payment arising from this CLA, the CLA and/or employment conditions regulations applicable to the client and/or laws and regulations.
4. If, contrary to paragraphs 2 and 3 of this Article, the client does not agree to payment of the adjusted client rate, this shall include, without prejudice to the obligation to pay the adjusted client rate, the client's request to terminate the posting.
 5. Any adjustment to the client rate shall be notified by the temporary employment agency to the client as soon as possible and confirmed to the client in writing. If, due to any cause attributable to the client, the remuneration and/or the client rate is/are set too low, the temporary employment agency shall be entitled to retroactively bring the remuneration and the client rate up to the correct level. The temporary employment agency may also charge the client for any resulting underpayment by the client and any costs incurred by the temporary employment agency as a result.

Article 16 **Invoicing**

1. Invoicing shall take place on the basis of the manner of time registration agreed with the client and furthermore on the basis of the provisions of the assignment, by agreement or these terms and conditions. Unless otherwise agreed in writing, the time registration shall be done by means of declaration forms approved in writing by the client.
2. The client and the temporary employment agency may agree that the time registration shall take place by means of a time registration system, an electronic and/or computer system or by means of overviews drawn up by or for the client.
3. The client shall ensure correct and complete time registration and shall be obliged to see or have seen to it that the temporary employee's details contained therein are stated correctly and truthfully, such as: the temporary employee's name, the number of hours worked, overtime, irregular hours and shift hours, the other hours for which the client rate is owed by virtue of the assignment and the terms and conditions, any allowances and any expenses actually incurred.
4. If the client provides the time registration, it shall ensure that the temporary employment agency has the time registration at its disposal immediately after the week worked by the temporary employee. The client shall be responsible for the manner in which the time registration is provided to the temporary employment agency.
5. Before the client provides the time registration, he shall give the temporary employee the opportunity to check the time registration. If and in so far as the temporary employee disputes the information stated in the time registration, the temporary employment agency shall be entitled to determine the hours and costs in accordance with the temporary employee's specification, unless the client can demonstrate that the information stated by it is correct.
6. If the time is accounted for by means of declaration forms to be submitted by the temporary employee, the client will retain a copy of the declaration form. In the event of a difference between the declaration form submitted by the temporary employee to the temporary employment agency and the copy retained by the client,

the declaration form submitted by the temporary employee to the temporary employment agency will be deemed to be full proof of the settlement, subject to evidence to the contrary provided by the client.

Article 17 **Payment and the consequences of non-payment**

- a. The client will at all times be obliged to pay any invoice submitted by the temporary employment agency within fourteen calendar days of the invoice date. If an invoice has not been paid within this period, the client shall from then on be in default by operation of law without notice of default and shall owe penalty interest of 1% per month, part of a month counting as a whole month and without prejudice to the client's statutory entitlements to compensation for any interest or any other statutory entitlements. The client is not entitled to set off the invoice amount, irrespective of whether the indebtedness thereof is acknowledged or disputed by the client, against an alleged counterclaim, which may be justified or not. The client is not authorised to suspend his payment obligation.
- b. Only payments made to the temporary employment agency or to a third party designated in writing by the temporary employment agency will discharge the client's obligations. Payments to temporary employees or the granting of advances to temporary employees are not binding and can never constitute grounds for discharge of debts, takeover of debts or setoff.
- c. The (carbon) copy of the invoice sent by the temporary employment agency in the temporary employment agency's possession will serve as full proof of the obligation to pay interest and the date on which the interest calculation commences.
- d. Complaints concerning any invoice must be submitted to the temporary employment agency in writing within ten calendar days of the invoice date, after which the client's right to complain lapses. The burden of proof regarding the timely submission of the complaint rests with the client. If a complaint is submitted, the client may nevertheless not invoke suspension of the payment obligation or setoff.
- e. All costs of collection shall be entirely at the expense of the client. The compensation for extrajudicial costs shall be based on the *Wet Normering Buitengerechtelijke Incassokosten* (Extrajudicial Collection Costs (Standards) Act). As soon as the temporary employment agency or the third party entitled to payment has invoked legal assistance or the claim has been passed on by the temporary employment agency for collection, this compensation will always be charged without any further evidence and will be payable by the client.

Article 18 **Best-efforts obligation and liability**

1. The temporary employment agency is obliged to make every effort to carry out the assignment properly. If and in so far as the temporary employment agency fails to comply with this obligation, the temporary employment agency shall be obliged, with due observance of the provisions of paragraphs 2 and 3 below and elsewhere in the General Terms and Conditions, to pay compensation for the direct loss suffered by the client as a result of this failure, provided that the client submits a written complaint to the temporary employment agency on this matter as soon as possible, but no later than three months after the damage has arisen or has become known, and in doing so demonstrates

that the damage is the direct result of an attributable breach on the part of the temporary employment agency.

2. Any liability on the part of the temporary employment agency arising from the assignment shall be limited to the client rate to be charged by the temporary employment agency to the client for the performance of the assignment, such for the agreed number of working hours and the agreed duration of the assignment, up to a maximum of three months. The maximum amount to be paid by the temporary employment agency shall under no circumstances exceed the amount covered by its insurance.
3. The temporary employment agency's liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption, shall in all cases be excluded.

Article 19 Intellectual and industrial property

1. At the client's written request, the temporary employment agency shall have the temporary employee sign a written statement in order to effect and/or promote - in so far as necessary and possible - that all intellectual and industrial property rights in respect of the results of the work of the temporary employee accrue to or will be transferred to the client. If the temporary employment agency owes the temporary employee an allowance in this respect or otherwise incurs costs, the client shall owe the temporary employment agency an equal allowance or the same costs.
2. The client shall be free to enter into an agreement directly with the temporary employee or to submit a statement for his signature regarding the intellectual and industrial property rights referred to in paragraph 1. The client informs the temporary employment agency of its intention to do so and provides the temporary employment agency with a copy of the relevant agreement/statement.
3. The temporary employment agency shall not be liable vis-à-vis the client for any fine or incremental penalty payment forfeited by the temporary employee or any damage suffered by the client as a result of the temporary employee invoking any intellectual and/or industrial property rights.

Article 20 Confidentiality

1. The temporary employment agency and the client shall not provide third parties with any confidential information of or about the other party, its activities and business relations, that has come to their knowledge as a result of the assignment, unless - and in that case to the extent that - the provision of that information is necessary in order to be able to carry out the assignment properly or unless a statutory duty dictates disclosure.
2. At the client's request, the temporary employment agency shall oblige the temporary employee to observe confidentiality with regard to everything that he learns or becomes aware of during the performance of the work, unless a statutory obligation dictates disclosure.
3. The client shall be free to impose a direct obligation of confidentiality on the temporary employee. The client shall inform the temporary employment agency of its intention to do so and provides the temporary employment agency with a copy of the statement/agreement drawn up in this respect. The temporary employment agency shall not be liable for any fine, incremental penalty payment or any damage suffered by the client as a result of the temporary employee's breach of his duty of confidentiality.

Article 21 **Client's obligation to verify and keep records**

1. A client to whom a foreign national within the meaning of the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*) is made available by a temporary employment agency declares that it is expressly familiar with Article 15 of this Act, which states, among other things, that the client must receive a copy of the document from the foreign national within the meaning of in Article 1 of the Compulsory Identification Act (*Wet op de identificatieplicht*) at the commencement of the work by a foreign national. The client shall be responsible for carefully checking the aforementioned document and shall use this as a basis for establishing the identity of the foreign national and include a copy of the document in his records. The temporary employment agency is not responsible or liable for any fine imposed on the client in the context of the Foreign Nationals (Employment) Act.

Article 22 **Prevention of unlawful discrimination**

1. In order to prevent unlawful distinction, in particular on the basis of religious or philosophical beliefs, political inclinations, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other ground, any non-function-related requirements for the provision of information regarding the work to be commissioned cannot be imposed by the client nor taken into account by the temporary employment agency.

Article 23 **Employee participation**

1. The client shall give a temporary employee who is a member of the temporary employment agency's works council or the client's works council, the opportunity to exercise these participation rights in accordance with the law and regulations.
2. If the temporary employee exercises employee participation in the company of the client, the client shall also owe the client rate for the hours during which the temporary employee performs work or follows a training course during working hours in connection with the exercise of employee participation.

Article 24 **Disputes**

All disputes arising from or connected with a legal relationship between the parties to which these General Terms and Conditions apply shall in the first instance be settled exclusively by the competent court in the district in which the temporary employment agency's registered office is situated.

Article 25 **Concluding provision**

If one or more provisions of these General Terms and Conditions are null and void or are annulled, the assignment and the General Terms and Conditions will remain in force with respect to the remaining provisions. The provisions that are not legally valid or cannot legally be applied will be replaced by provisions that are as similar to the purport of the provisions to be replaced as possible.

