

## JEX GENERAL TERMS AND CONDITIONS OF JEX

### GENERAL

These General Terms and Conditions apply to all our Quotations, Agreements, and Services, whereby:

- the "General" section (Clauses 1 to 13) applies to all Quotations, Agreements, Software, and Services;
- the "Consultancy" section (Clauses 14 to 16) applies to Consultancy Services; and
- the "Temporary Employment" section (Clauses 17 to 30) applies to the Provision of Temporary Employment.

#### 1. DEFINITIONS

Unless otherwise specified, the following terms have the following meanings:

- Agreement:** any agreement with us, including amendments and (preparatory) implementation acts.
- CLA:** the collective labour agreement applicable to the Temporary Employment Agreement with the Temporary Worker, referred to as the NBBU collective labour agreement.
- Client:** any party that enters or wishes to enter into an Agreement with us.
- Client Fee:** the hourly rate payable by the Client to us, excluding allowances, reimbursements, and VAT.
- Consultancy Agreement:** the Agreement for providing Consultancy Services, including specific applicable terms.
- Consultancy Fee:** the fee for Consultancy Services, based on hourly rates, periodic fees, or a fixed price per delivered Service, as described in the Consultancy Agreement.
- Consultancy Services:** one or more of the Consultancy Services as agreed in the Consultancy Agreement.
- Equal Remuneration:** the employment conditions that must be equivalent to those of employees in the same or comparable position in accordance with applicable laws and regulations, including the Temporary Agency Work Directive (Directive (EU) 2008/104/EC), Article 8(1) of the Dutch Placement of Personnel by Intermediaries Act (Waadi), and/or the CLA, whereby the Temporary Worker is entitled to an employment conditions package that is equivalent in gross value to that provided to employees employed by the Client in the same or comparable position.
- Flexible Provision:** the Provision of a Temporary Worker (with or without a Temporary Employment Clause) without a fixed working hours agreement or for a period shorter than three months.
- General Terms and Conditions:** these General Terms and Conditions.
- Hirer Agreement:** the Agreement for the Provision of Temporary Workers to the Client.
- In Writing:** in written form or electronically via email or otherwise.
- Intermediary:** the party that enters into an Agreement with us, under which we (partially) allocate, employ, and provide Temporary Workers to Clients for temporary and non-exclusive work.
- License:** the non-exclusive, non-transferable, and non-sublicensable right to use the Software, systems, or other intellectual property provided by us to you, as specified in the Agreement, Quotation, or Terms of Use, including but not limited to Software for Provision and/or Consultancy Services.
- Order Confirmation:** the confirmation or Agreement concerning a Flexible Provision, including specific applicable terms.
- Parties or We:** us and you collectively. Separately also referred to as a party.
- Provision:** the employment of a Temporary Worker to perform work under the direction and supervision of the Client based on an Agreement.
- Quotation:** any verbal or written offer made by us to you.
- Recruitment & Selection:** the process of recruiting, selecting, and introducing candidates for employment by the Client.
- Services:** all services provided by us pursuant to an Agreement.
- Software:** all software provided by us to you under the Agreement, including SaaS (Software-as-a-Service) offerings and software required to use SaaS services, such as software you download and install. This also includes separate components, updates, upgrades, and improvements provided by us, our licensors, and suppliers, including support software accessible via the internet, email, or other channels.
- Software Fee:** the fee charged by us to you for the use of the Software-related License.
- Structural Provision:** the Provision of a Temporary Worker for a period exceeding three months with a fixed working hours agreement.
- Structural Provision Agreement:** the Agreement relating to a Structural Provision, including terms applicable to that Provision.
- Take-over Hours:** the number of hours worked by the Temporary Worker and invoiced by us, after which the Client may take over the Temporary Worker.
- Temporary Employment Agreement:** the employment agreement as referred to in Clause 7:690 of the Dutch Civil Code.
- Temporary Employment Clause:** a clause that terminates the Temporary Employment Agreement when you terminate the Provision.

- Temporary Worker:** any natural person employed by or through us based on a Temporary Employment Agreement.
- We or Us:** JEX Nederland B.V., JEX Works B.V., JEX Backoffice B.V., JEX Backoffice B.V. II, JEX Freelance B.V., and JEX International B.V., with registered offices in Rotterdam (3071 JL) at Nassaukade 5, registered in the Commercial Register under numbers 85002976, 85011282, 76171183, 93640412, 92051391, and 85002887.
- You:** any party that enters or wishes to enter into an Agreement with us, including Intermediaries (insofar as the provisions apply to them by nature and purpose).

#### 2. APPLICABILITY

- These General Terms and Conditions apply to all Quotations, Agreements, and Services provided by us.
- No terms and conditions other than these shall apply.
- Only variations explicitly agreed upon in Writing shall be valid.
- If a provision of these General Terms and Conditions is found to be inapplicable, the remaining provisions shall remain in force.
- If we do not always enforce strict compliance with these General Terms and Conditions, this does not mean that the provisions are not applicable. We reserve the right to demand strict compliance in other cases.
- Variations from these General Terms and Conditions in one or more Agreements do not affect previous or subsequent Agreements.
- You give prior consent for us to transfer the Agreement, including the rights and obligations arising therefrom, in whole or in part, to a third party (contract transfer or assignment). Transfer of claims/rights under the Agreement or these General Terms and Conditions by you to a third party is not possible.
- We reserve the right to amend these General Terms and Conditions. The most recent version will always be published on [www.jex.nl](http://www.jex.nl). If you do not agree with any changes, you must notify us within one week of becoming aware of them. If no agreement is reached regarding an amendment, either party may terminate the Agreement.
- If any agreements between the parties, such as those concerning Provision or Consultancy Services, are incompatible with (amended) laws, regulations, or government measures, alternative agreements that comply and approximate the intent and purpose of the original agreements shall apply.
- We may use third-party services to perform the Agreement.

#### 3. QUOTATIONS AND FORMATION OF AGREEMENTS

- Our Quotations are non-binding and may be withdrawn by us at any time, even if the Quotation includes an acceptance period. We reserve the right to revoke a Quotation immediately after acceptance, unless we have already started execution.
- An offer made by you can only be accepted by us in Writing.
- The Agreement shall be concluded upon written confirmation by you or upon our actual commencement of execution of the quoted Services, whichever occurs first.

#### 4. END OF AGREEMENT

- Notwithstanding the termination options under the provisions of the Agreement, any Agreement may be terminated with immediate effect by either party, if:
  - the other party is in default;
  - the other party ceases its business operations, effects an arrangement with all its creditors, is dissolved and/or is being wound up; or
  - the bankruptcy of that respective party has been applied for by or on behalf of the other party.
- Any amounts that we have invoiced you prior to termination will become immediately due and payable upon termination.

#### 5. PAYMENT

- Unless otherwise agreed in Writing, our invoices will be paid by the Client within 30 days after the invoice date. For Consultancy invoices a payment term of seven days applies.
- In case a credit assessment shows that you are insufficiently creditworthy to make current or future payments under the Agreement, we may terminate the Agreement or apply reduced payment terms.
- Objections to our invoices must be notified in Writing within seven days after the invoice has been sent. Failure to do so shall be deemed acceptance of the invoice and the debt.
- You have no right of suspension or set-off. We may set off our claim against you against a claim you have against another company in our group. Any entity within our group may suspend performance to you if you fail to perform your obligations.
- If you are overdue for payment and interest and/or extrajudicial costs are incurred, any payment made by you will first be deducted from these costs and then from the first invoice amount due. If we hand over a claim for debt collection, you can only pay to the collection agency in full discharge of your debt.

6. If there is reason to do so, we are entitled to demand payment in advance or security for payment obligations.

## **6. OBLIGATION TO PROVIDE INFORMATION**

1. You acknowledge that for the proper performance of the Agreement by us we depend on the correct documentation and details supplied in good time by you. Therefore you will timely perform all actions that we reasonably deem necessary for the performance of the Agreement and/or the Provision.
2. If you provide us with data carriers, electronic files, or software, you guarantee that these data carriers, electronic files, or software are free from viruses and defects.
3. You will inform us if the information referred to in this Clause or otherwise requested by us is not known to you or you are unable to provide it for any other reason.
4. The Agreement does not have to be carried out by us until after you have complied with the obligations to provide information to us. If the necessary information is not provided to us in time or the necessary steps are not taken in time, we shall have the right (but not the obligation) to take the necessary steps at your expense to obtain the necessary information.
5. You guarantee the accuracy, completeness, trustworthiness, soundness and legitimacy of the information provided to us by you or on your behalf. You indemnify us against all claims and damages arising from your failure to comply with the obligation to provide information or from your failure to provide such information in a timely, complete or accurate manner.
6. Failure by you to comply with the provisions of this Clause shall entitle us to dissolve the Agreement with immediate effect (whether in part or in full), without us being liable to pay any damages.

## **7. FORCE MAJEURE**

1. The parties are not obliged to fulfill any obligation if they are hindered by a circumstance that is beyond their control and cannot be attributed to them by law, legal act, or generally accepted standards in society, as defined in Clause 6:75 of the Dutch Civil Code.
2. If a force majeure situation has lasted for two months or if it is established that a force majeure situation will last longer than two months, we will be entitled to terminate the Agreement prematurely without observing any notice period and without being liable to you for compensation. After the termination of the Agreement, you will remain liable to pay the fees for the period prior to the force majeure situation.

## **8. OBLIGATIONS AND LIABILITY**

1. We will never be liable for damage caused by us relying on (incorrect) data, files, aids and information provided by you or on your behalf.
2. We will never be liable for your lost profits, lost income, lost turnover, missed savings and damage suffered due to business and other stagnation.
3. Our liability, including any obligation to make a payment under a rescission obligation and any payment obligation under Clause 6:230 of the Dutch Civil Code, is always limited to the amount actually paid out by our insurer.
4. If no payout is made by our insurer, our total liability is limited to a maximum of the value of the part of the Agreement to which the liability relates and in any case €150,000 per incident and per year, regardless of the basis of liability and the number of incidents.
5. You are required to have sufficient insurance coverage for damages and liabilities in connection with the Agreement.
6. A claim against us will expire twelve months after it has arisen or twelve months after you became aware of the actual basis of the claim or should reasonably have been aware of it.

## **9. PRIVACY**

1. We treat all personal data, including those on Temporary Workers, confidentially and process them in accordance with the General Data Protection Regulation (GDPR). The agreements that apply in this respect are set out in the Data Exchange Terms and Conditions, which are available at <https://www.jex.nl/data-exchange-terms>. You have saved a copy of these and agree to their contents.
2. If we process personal data for you within the meaning of the GDPR, we will do so in accordance with the Data Processing Terms and Conditions, which are available at <https://www.jex.nl/data-processing-terms>. You have saved a copy of these and agree to their contents.
3. You will only provide or request personal data if and insofar as you are entitled under the GDPR to process them.
4. You indemnify us against all claims from candidates, Temporary Workers and third parties in connection with a violation by you of the GDPR or non-compliance with the provisions of this Clause and you must reimburse the related costs incurred by us.

## **10. CONFIDENTIAL INFORMATION**

1. The parties will not disclose confidential information about each other without the other's prior written consent. Confidential information includes, but is not limited to, data that is or should reasonably be considered confidential and personal data within the meaning of the GDPR.
2. The obligation to observe secrecy does not apply insofar as the provision or disclosure of information is necessary in order to be able to properly perform the Agreement and/or insofar as disclosure is required or permitted by law or pursuant to a court decision. Provision or disclosure must always take place in the manner that is least far-reaching or least burdensome for the other party.
3. We are not liable for fines, penalty payments or any damage suffered by the Client in any other way due to violation of an obligation to observe secrecy that would rest on a Temporary Worker.

## **11. COMPLAINTS**

1. Complaints about the Services must be submitted to us in Writing within seven days after delivery or completion. The complaint must contain as detailed a description as possible of the alleged shortcoming.
2. Filing a complaint does not suspend your payment obligations.
3. If a complaint is found to be justified, we may, at our discretion, remedy the shortcoming, adjust the Client Fee or Consultancy Fee, or provide a refund.

## **12. SOFTWARE (FEE), LICENSE, AND INTELLECTUAL PROPERTY**

1. For the use of the Software, we grant a non-exclusive, non-transferable, and non-sublicensable License. The License is granted under the conditions specified in the Terms of Use, available at [www.jex.nl/en/terms-of-use](https://www.jex.nl/en/terms-of-use). You have saved a copy and agree to its content. The right of use automatically ends upon termination of the Agreement unless otherwise agreed in Writing.
2. Software is provided exclusively for the agreed use as described in the Agreement or Quotation.
3. A Software Fee is charged for the use of the Software and the associated License. The Software Fee is stated separately in the Quotation or Agreement and is invoiced periodically. We reserve the right to increase the Software Fee annually on January 1st due to indexation or general price and cost increases, unless less than three months have passed since the Agreement was concluded. Additionally, we may change the fees for the Software twice a year with at least three months' prior notice to you.
4. If the Software Fee is not paid (on time), we may suspend your access to the Software.
5. You acknowledge and respect that the Software may not be copied, modified, or used in any way beyond the scope of the agreed License.
6. All intellectual property rights to the Software, the License, and the results of the Services remain our property or that of our licensors or suppliers unless otherwise agreed in Writing.
7. Upon termination of the Agreement, all rights to use the Software and the associated License automatically expire unless otherwise agreed in Writing. Any continued use of the Software after termination of the Agreement requires our Written permission and may lead to additional costs.

## **13. APPLICABLE LAW AND COMPETENT COURT**

1. The legal relationship between us and you is at all times governed by Dutch law.
2. Any disputes arising from or related to a legal relationship between you and us will in the first instance be settled exclusively by the District Court of Rotterdam, unless mandatory legal provisions dictate otherwise. Nevertheless we will at all times be entitled to submit the dispute to another court having jurisdiction according to the law.

## **CONSULTANCY**

### **14. CONSULTANCY SERVICES**

1. The Consultancy Services are performed by us to the best of our knowledge and ability in accordance with the specifications in the Consultancy Agreement on a best-efforts basis. This means that we will make maximum efforts to achieve the agreed results but cannot guarantee these results.
2. The achievement of specific business results, such as revenue growth or cost reduction, depends in part on external factors beyond our control, such as market conditions and your internal implementation. You remain responsible for implementing our advice unless otherwise agreed in Writing. Therefore, we cannot be held liable for the non-achievement of such results.
3. The Consultancy Services are coordinated between us (possibly through a strategic meeting immediately after signing the Consultancy Agreement). If it later becomes apparent that additional Consultancy Services or hours are required, this will be agreed upon and documented in Writing before the additional work is carried out.
4. We have the right to offset actual consultancy hours worked against agreed consultancy hours for the following period. Structural overruns of the agreed consultancy hours caused by you will be reported by us and handled in consultation with you.

**15. CONSULTANCY FEE**

1. The Consultancy Fee is based on hourly rates and periodic fees as described in the Consultancy Agreement. Instead of hourly rates, we may also agree on a fixed price per Service provided. The Consultancy Fee is exclusive of VAT and other applicable taxes.
2. The Consultancy Fee is invoiced weekly or every four weeks, or offset against any amounts due from us to you.
3. In addition to the Consultancy Fee, we may charge incurred expenses and fees for third parties engaged by us, provided these have been approved by you in Writing in advance.
4. We have the right to request an advance payment (partial or full) for the Consultancy Fee. Non-payment (or late payment) of the advance may be a reason for us to (temporarily) suspend our work.
5. In the event of a structural overrun of the agreed consultancy hours caused by you, we reserve the right to unilaterally adjust the periodic Consultancy Fee in line with the agreed Consultancy Services and consultancy hours.
6. We reserve the right to increase the Consultancy Fee annually on January 1st based on indexation or general price and cost increases, unless less than three months have passed since the Consultancy Agreement was concluded. Additionally, we may change the fees for Consultancy Services twice a year with at least three months' prior notice.
7. Any adjustment to the Consultancy Fee will be communicated to you in Writing as soon as possible.

**16. ARTIFICIAL INTELLIGENCE**

1. If you use AI-related functionalities (including third-party models) provided by us, you agree to:
  - a. implement appropriate human oversight to mitigate potential risks associated with your use of these functionalities;
  - b. remain responsible for all decisions made, advice given, actions taken, and actions not taken based on your use of these functionalities;
  - c. provide us with information about your intended use of these functionalities upon request;
  - d. continuously evaluate the output of these functionalities for accuracy and suitability.
2. We are not liable for any damages resulting from incorrect or unsuitable output from AI-related functionalities.

**TEMPORARY EMPLOYMENT****17. ALLOCATION AND EXCLUSIVITY**

1. We bring supply and demand in the labour market together (allocation) and to this end employ our own staff that actively matches Temporary Workers and Clients. The Temporary Worker is recruited and selected by us on the basis of his capacities and expertise on the one hand and on the job requirements submitted by the Client on the other hand. In allocation and Recruitment & Selection, we may be assisted in the actual contact by a third party: the Intermediary.
2. Requirements that are not relevant to the function that (may) lead to (in)direct discrimination, including those related to race, religion, gender and/or disability, cannot be stipulated by the Client. We will reject these requirements, unless they are made in the context of a target group policy that is permitted by law to promote equal employment participation. Our anti-discrimination policy applies to all of our Services and is available at <https://www.jex.nl/en/anti-discrimination>.
3. The Temporary Worker is not exclusively made available to the Client. During the term of the Agreement we are entitled to replace the Temporary Worker by a comparable Temporary Worker. In this context, we can always post the Temporary Worker(s) elsewhere as well, without being liable to you for any compensation or damages. We will always notify you in advance.

**18. RELATIONSHIP BETWEEN US AND THE INTERMEDIARY**

1. An Agreement may be formed by mediation of an Intermediary. In such a case, the Intermediary ensures that cancellations, complaints and all other notifications for the performance of the Agreement are sent to our address.
2. The Intermediary has an intermediary role. He mediates with us in the formation of Agreements, by cooperating with us in negotiating the terms of the Provision.
3. The Intermediary is also involved in the actual performance of the Agreements and the various Provisions. Together with the Intermediary we are the point of contact for the Client and the Temporary Workers in the execution of the Provisions. However, Intermediaries cannot conclude, amend or extend Agreements on our behalf without our consent in Writing and cannot bind us without such consent.

**19. PROVISION**

1. The Provision shall commence on the agreed date or, if earlier, as soon as the Temporary Worker commences work.
2. If there is no agreement on the work schedule and working hours, the Client is not entitled to have work performed on the days/times requested by him.

3. A Flexible Provision may be terminated in Writing at any time during the first 26 weeks worked. After 26 weeks worked, the Flexible Provision can be terminated in Writing with a notice period of ten days.
4. Before the Temporary Worker becomes entitled to a fixed or minimum scope of work, we will consult on the continuation of the Provision. If no new written agreements are made, the Flexible Provision will automatically end on the day before the Temporary Worker becomes entitled to a fixed or minimum scope of work. No later than fourteen days before that date, both parties will state in Writing whether the Provision will continue.
5. A Structural Provision for a fixed term ends automatically upon the expiration of that term and cannot be terminated prematurely. A Structural Provision for an indefinite term can be terminated in Writing by the end of a month, subject to one month's notice.
6. In the event of (actual) continuation of a Provision, if no Written agreements have been made regarding the duration, the Provision shall last at least as long as the Temporary Employment Agreement between the Temporary Worker and us continues.
7. Notice of termination must be given in Writing on a working day. Notice of termination received after 17:00 hours shall be deemed to have been given on the next working day.
8. In the event of a Structural Provision for a fixed term, you shall inform us at least six weeks before its ending (notification) whether you wish to continue the Provision. Your failure to notify us in a timely or accurate manner regarding the continuation of a Structural Provision shall result in your obligation to reimburse us in full for any wage continuation payment (aanzegvergoeding) owed to the Temporary Worker as a consequence of such failure.
9. A Provision ends by operation of law if we terminate the Temporary Employment Agreement of the relevant Temporary Worker.
10. If we wish to terminate the Temporary Employment Agreement(s) by judicial dissolution or with the consent of the UWV (Employee Insurance Agency), or if we wish to initiate a process of improvement, you shall cooperate fully with us and provide us with all relevant information.
11. If a notice period is not observed by you and we do not continue the Temporary Employment Agreement, we may pass on to you any compensation due to the Temporary Worker.

**20. WORKING HOURS AND TRAINING**

1. The hours of work, the hours of employment and the rest periods of the Temporary Worker are equal to the times and hours customary at the Client, unless otherwise agreed. The Client guarantees that the hours of employment and the hours of work and of rest of the Temporary Worker comply with the legal requirements. The Client ensures that the Temporary Worker does not exceed the permitted hours of work and the agreed scope of work.
2. Holidays and days leave of the Temporary Worker are arranged in accordance with the law and the CLA.
3. If the Temporary Worker requires specific training or work instructions in order to perform the Agreement, the hours spent on such training and/or instructions, as well as any additional costs, shall be charged to the Client as working hours and costs.

**21. ALLOCATION INFORMATION**

1. To enable us to recruit and select Temporary Workers, as well as to correctly remunerate and inform the Temporary Workers, you must provide us with at least the following information:
  - a. any Skilled Workers Scheme to be applied;
  - b. job description, the nature of the activities and the job requirements, including the required degree of independence;
  - c. hours of employment (number of hours per time unit to be worked by the Temporary Worker);
  - d. required (professional) qualifications;
  - e. hours of work and rest;
  - f. intended duration of the Provision;
  - g. working conditions;
  - h. potential (job-specific) safety and health risks and how to deal with them (this includes the (job-specific) RI&E and/or health and safety checklist);
  - i. safety requirements;
  - j. quality and hygiene regulations;
  - k. aids necessary to the performance of the function:
  - l. the normal employment hours at the Client's company;
  - m. mandatory days off, collective holidays and company closures, as well as all information relevant to us as employer, including matters relating to sick leave and holiday entitlements, whether work will be performed (in part) outside Dutch territory, and details regarding any company vehicle provided to the Temporary Worker that may be used for private purposes (see also Clause 22(4));
  - n. employment regulations, rules of conduct and other rules within the Client's company.

2. You must inform us of the employment history of the Temporary Worker with you, insofar as:
  - a. It is relevant for determining the applicable temporary employment phase of the CLA;
  - b. It is relevant for determining the transition fee.
 Unless you informed us otherwise prior to the conclusion of the Agreement or the Provision, the (candidate) Temporary Worker shall be deemed not to have any relevant employment history. If it subsequently transpires that there is a relevant employment history, the consequences of this, such as additional costs, shall be at your expense and risk.
3. We are entitled to index the Client Fee once every year by the Consumer Price Index all households (2015=100) of the previous year.
4. Every adjustment to the Client Fee will be notified by us to you in Writing as soon as possible.
5. For the Services provided by us, other than the Provision of Temporary Workers, a separate fee will be agreed. The Services we provide to you will be confirmed in the Order Confirmation, in which the fee is also confirmed.

## 22. POSITION AND REMUNERATION

1. You shall provide us in a timely manner (in any case prior to commencement of the Provision), accurately and completely with all data and information necessary and/or relevant to determine Equal Remuneration in accordance with Article 12a of the Waadi, including at minimum a detailed job description together with the corresponding employment conditions as these apply to your employees. The Client Fee stands in direct proportion to the employment conditions that we are obliged to provide to the Temporary Worker. The Temporary Worker is entitled under the CLA to equal remuneration equivalent to that of employees employed by the Client in the same or comparable position. We shall support you by providing (whether directly or through a third party) an employment conditions document relevant to the determination of Equal Remuneration; however, we assume no responsibility for the completeness and/or accuracy of the elements listed therein.
2. Equal Remuneration shall be determined by us prior to commencement of the Provision and, if necessary, during the course of the Provision, on the basis of information provided by you. Should the information provided regarding Equal Remuneration cease to correspond with actual conditions (for example, as a result of changes to your remuneration structure or employment conditions), you shall immediately notify us of such changes.
3. If at any time it appears that the terms and conditions of employment of the Temporary Worker do not comply with the Hirer Remuneration, we may amend the terms and conditions of employment of the Temporary Worker, with or without retroactive effect, in such a way that the Hirer Remuneration is/will still be complied with. In this case, we may adjust the Client Fee, if necessary with retroactive effect, in proportion to the change in employment conditions.
4. If you intend to provide a company vehicle to the Temporary Worker, you must notify us immediately. Any agreement with the Temporary Worker regarding private use of such vehicle may only be made in consultation with us, in order that we may account for this in payroll taxation. Failure to comply with this obligation shall render you liable for all resulting damages, costs, and fiscal consequences incurred by us, which you shall reimburse in full.
5. If the Temporary Worker is – unintentionally – designated as a payroll employee, we may retroactively pass on the associated additional costs compared to the temporary situation to the Client. In that case, you shall provide all necessary cooperation to enable us to properly execute and/or terminate the payroll agreement.
6. In the event that the Temporary Worker cannot be classified within the Client's existing job structure (functiegebouw), the remuneration of the Temporary Worker shall be determined on the basis of discussions conducted by us or the Intermediary with the Temporary Worker and the Client. In such determinations, regard shall be had to the capacities required to fulfill the position, the responsibilities involved, the Temporary Worker's experience, and their educational level.

## 23. CLIENT FEE

1. The fee payable by the Client to us is calculated by multiplying the Client Fee agreed with the Client by the hours to be paid by us to the Temporary Worker as wage. The Client Fee is also multiplied by (percentage) allowances and increased by the reimbursement of expenses which the Temporary Worker can claim. VAT is charged on the total fee to be paid to us by the Client.
2. We are entitled to change the Client Fee with immediate effect if the (wage) costs of the Temporary Worker increase as a result of:
  - a. a change in the Hirer Remuneration;
  - b. changes in or as a result of legislation and regulations, insofar as these are binding;
  - c. a (periodic) wage increase and/or a (one-off) mandatory payment, arising from the CLA or the (primary or secondary) employment conditions applicable to the Client;
  - d. an increase in the (expected) costs of the temporary agency work in connection with expenses to be incurred by us and/or provisions to be made by us for (amongst others) training, absence due to sickness, inactivity and/or redundancy of Temporary Workers.

Fee adjustments as referred to in this Clause shall be charged to the Client effective as of the date such adjustments take effect, and shall be payable by the Client accordingly, including adjustments that occur during the term of an existing Agreement.

## 24. TIME SHEETS

1. The time worked by a Temporary Worker shall be recorded. Promptly – within two working days – after the end of a working week, the Client shall check the timesheets submitted to it and, if correct, approve them and forward them to the Temporary Worker or to the person who submitted them to it.
2. Unless otherwise agreed or the usual working method between the parties deviates from this, the working hours are recorded by means of our digital timesheet system.
3. If and insofar as you do not record or approve within good time the hours worked by the Temporary Worker and/or the Temporary Worker disputes your (position with regard to the) timesheets, we may rely on the specification of the Temporary Worker or Intermediary, unless you demonstrate within two working days the correct hours, costs and/or data. Costs, damages and penalties related to incorrect and/or late timesheets, approval or proof of the hours worked are fully for your account and risk.
4. If the Temporary Worker reports sick prior to or during the actual working hours, or if the Temporary Worker does not appear at work or leaves work during the actual working hours, you will report this to us.
5. You shall be liable for all damages we incur in the event that you fail to properly fulfill your obligations under this Clause, including administrative fines imposed under Article 18b(2) of the Dutch Minimum Wage and Minimum Holiday Allowance Act (Wet minimumloon en minimumvakantiebijslag). You shall fully indemnify us for all such damages and costs in this regard.

## 25. MINIMUM PAYMENT OBLIGATIONS

1. In the case of a Flexible Provision or where a weekly working volume of less than 15 hours has been agreed, with working hours that have not been clearly specified or where an on-call agreement exists, and the Temporary Worker, after reporting to the workplace, is not given the opportunity to perform work or is given less than three consecutive hours per call-out, the Client shall owe to us a minimum of the Client Fee for three hours per call-out.
2. If a Temporary Worker has been called to work but, due to circumstances on the Client's side, the work cannot be performed or the working times are changed, the Client shall notify us of this at least four days prior to the scheduled commencement of work. Should the Client fail to provide such notice and the Temporary Worker is engaged on an on-call basis, the Client shall owe the Client Fee for all hours originally scheduled in the call-out, including the full duration of the originally specified working times.
3. If the Temporary Worker works on the basis of an on-call employment agreement and/or an agreement involving wholly or largely unpredictable working hours (usually in the event of a Flexible Provision) and the Client fully or partially withdraws the call to perform work or changes the times within four days prior to the commencement of the time of the work, the Client shall owe at least the Client Fee as if the work had been performed in accordance with the call.
4. The Client Fee shall be calculated over all time during which the Temporary Worker actually performed work. If a fixed or minimum scope of work (e.g. in the Assignment Confirmation or Assignment Agreement) has been determined between the parties (e.g. in the case of Structural Provision), the Client Fee shall be calculated at least on that scope of work.
5. Where a Temporary Worker is engaged on an on-call basis, we are obligated after twelve months to offer the Temporary Worker a fixed working volume arrangement, including a wage continuation obligation, whereby the fixed working volume shall be no less than the average working volume in the preceding twelve-month period. Upon acceptance of this offer by the Temporary Worker, the Client Fee shall be calculated based on the fixed working volume and not on the actual hours worked.
6. If we are required to grant the income guarantee under the CLA to the Temporary Worker, we may pass on the income guarantee in full to the Client at the Client Fee, regardless of the contract duration, duration of work, scope of work and whether or not the Temporary Worker has worked.



**26. BUSINESS CLOSURES, (MANDATORY) DAYS OFF AND “UNWORKABLE WEATHER REGULATION”**

1. You must inform us when entering into the Agreement or immediately thereafter about any (temporary) business closures, (collective) (mandatory) days off and (special) public holidays at the Client during the term of the Agreement, so that we can take these circumstances into account when entering into a Temporary Employment Agreement. If an intention to establish a (temporary) business closure, (collective) (mandatory) day off and/or (special) public holiday becomes known after entering into the Agreement, you must inform us immediately of this. If the Client fails to inform us within good time, it will owe the Client Fee in full for the duration of the business closure.
2. If the Client can invoke the 'Unworkable Weather Regulation' laid down by the government, the Client will be obliged to inform us in Writing in good time of this and to provide us with all relevant information so that we can also consider applying this regulation to the Temporary Worker. In that case, the arrangement set out in Clause 22a of the CLA will apply between the parties.

**27. GOOD EMPLOYERSHIP**

1. The Client will conduct itself towards the Temporary Worker as a good employer, including in exercising management and supervision.
2. The Client shall not make a distinction between Temporary Workers and its own employees, unless allowed by law and no negative consequences are attached to this for us. Temporary Workers have the same rights as employees employed by the Client. The Client acknowledges this and acts in accordance with the Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs: 'Waadi'*), in particular Clauses 8, 8b, 10 and 12a. This includes, among other things that:
  - a. Temporary Workers have the same access to company facilities or services, such as canteens, childcare and transport facilities, as the Client's own employees in similar positions;
  - b. Temporary Workers are given clear and timely notice of vacancies within the company so that they have the same employment opportunities as the Client's own employees;
  - c. assignments to us or to the Temporary Worker will not result in a breach of Clause 10 Waadi. The Temporary Workers will not be placed in a company or part of a company where there is a strike, lockout or occupation. The Client shall inform us fully and in good time of any such strike, lockout or occupation.
3. Without our Written permission the Client is not allowed to make a Temporary Worker available to a third party for carrying out work under the supervision or management of this third party (Temporary Worker's onward posting '*doorlenen*'). The Client will also not allow the Temporary Worker to work outside Dutch territory without our permission in Writing.
4. The provisions of this Clause apply fully to any obligations of the Client under legislation and regulations, such as under the Dutch Works Councils Act (*Wet op de ondernemingsraden*), the Dutch Whistleblowers Act (*Kloekenluiderswet*) and legislation and regulations regarding equal treatment/non-discrimination.

**28. SHARED RESPONSIBILITY FOR WAGE PAYMENT**

1. In addition to our obligations, you are responsible under Article 7:616a of the Dutch Civil Code to the Temporary Worker for the correct payment of wages due to the Temporary Worker, unless you can demonstrate that any underpayment was not your fault (*niet-verwijtbaar*). In order to demonstrate that any underpayment was not your fault, you must in any case inform us in a timely manner (in any case prior to commencement of the Provision), accurately and completely regarding the Equal Remuneration. We, in turn, are obligated to you to remunerate the Temporary Worker in accordance with applicable laws and regulations.
2. You shall indemnify and hold us harmless against all claims, damages, and costs (including legal fees) incurred by us as a result of your non-compliance with your obligations under Articles 21 (Allocation Information), 22 (Position and Remuneration), and 24 (Time Sheets).

**29. WORKING CONDITIONS**

1. The Client is responsible for compliance with the obligations relating to safety and working conditions as set out in Clause 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act (*Arbeidsomstandighedenwet*) and associated legislation and regulations. If the nature of the work or the circumstances so require, the Client will provide the Temporary Worker free of charge with personal protective equipment or will reimburse the Temporary Worker for it. If we provide such equipment, we will charge the cost to the Client. Any costs for medical examinations of the Temporary Worker will be at the expense of the Client.
2. Since the powers and obligations in connection with the provision of management and supervision are actually exercised by or incumbent on the Client, the Client shall be liable for any damage sustained by the Client, the Temporary Worker, third parties and/or us during or in connection with the performance of the work for the Client. This includes claims pursuant to Clauses 7:658, 7:611,

7:674, 6:107, 6:108, 6:162 and/or 6:170 of the Dutch Civil Code, including the actual costs of legal assistance. You shall fully indemnify us against all claims arising from your failure to comply with the obligations set forth in this Clause and shall reimburse all associated costs, including legal fees.

3. The Client shall inform us and the Temporary Worker in Writing and in good time, at the latest one working day before the start of the work, about the required (professional) qualifications and the specific (safety) features and risks of the workplace. The Client will actively and, if necessary, repeatedly inform the Temporary Worker about the Risk Inventory and Evaluation (RI&E) used in the company.
4. In the event of an accident at work or occupational disease of the Temporary Worker, the Client shall immediately notify the statutory authorities and draw up a report in Writing. The report must detail the circumstances of the accident or occupational disease, including the measures taken to prevent such incidents. The Client shall notify us of the accident or occupational disease as soon as possible and send us a copy of the report.
5. The Client shall take out adequate insurance against liability in respect of the provisions of this Clause. At our request, the Client shall provide us with proof of insurance.

**30. IDENTIFICATION**

1. Upon commencement of the Provision the Client will determine the identity of the Temporary Worker on the basis of the original identity document. It is not allowed to process a copy of the identity document of the Temporary Worker, except if there is a legal ground for this. At the commencement of the Provision, the Client will check the Temporary Worker's identity document for authenticity and validity. The Client will also comply with the administration and retention obligations resting on it for this reason. We are not liable for damage suffered by the Client due to the failure of the Client to identify the Temporary Worker.
2. The Client to whom a foreign national within the meaning of the Dutch Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen: Wav*) is made available, declares it is familiar with Clause 15 of the Wav. This means that upon commencement of the work, the Client must receive a copy of the foreign national's identity document, check it carefully and make a copy for its records. We are not liable for any fines imposed on the Client under the Wav.

**31. TAKE-OVER OF TEMPORARY WORKERS**

1. Entering into an employment relationship means:
  - a. entering into an employment agreement, a contract for work or a contract for services;
  - b. hiring the respective Temporary Worker from a third party, such as another temporary employment agency.
2. Temporary Worker shall also mean a person who has been introduced to the Client as a candidate Temporary Worker, whether or not for the purpose of a Provision.
3. The Client shall not enter into an employment relationship with the Temporary Worker:
  - a. until the Provision has been validly terminated or in accordance with the Agreement and these General Conditions; and/or
  - b. until the Temporary Worker has been made available by us for at least the Take-over Hours and the Client Fee has been paid in full.
4. The Client will inform us in Writing of the intention to enter into an employment relationship with the Temporary Worker, before this is carried out.
5. In the event of non-compliance with the above stipulations, the Client shall owe compensation amounting to 35% of the Client Fee per hour multiplied by the Take-over Hours not yet worked by the Temporary Worker.
6. Compensation is also due if a Provision ends before the Take-over Hours are reached and an employment relationship is entered into within twelve months of the end of the Provision.
7. If there is still no agreement on the Client Fee and/or the Take-over Hours, the most recent Client Fee and/or Take-over Hours proposed to the Client will be used and, in the absence thereof, a fee in line with the market and/or a takeover regulation customary in the industry will be applied.
8. If the Client enters into an employment relationship with a rejected Recruitment & Selection candidate within one year of the proposal, the Client shall owe 25% of the proposed candidate's gross annual salary including emoluments. If no agreement is reached, the proposed annual salary or an annual salary in line with the market shall apply. The minimum fee is always €10,000.
9. This Clause also applies to (legal) entities that are deemed to be equivalent to the Client within the meaning of Clauses 2:24a and 2:24b of the Dutch Civil Code. The Client guarantees that the companies belonging to its group and its affiliated (legal) entities will comply with this Clause.