

GENERAL TERMS MAY 2023

1. DEFINITIONS

Unless otherwise indicated, the following terms have the following meaning:

1. **General Conditions:** these General Terms and Conditions.
2. **We or our:** JEX Nederland B.V, JEX Works B.V. and JEX Backoffice B.V., with their registered address according to their articles of association in (3062 NW) Rotterdam at the address Honingerdijk 70-80, listed in the Commercial Register under numbers 85002976, 85011282 and 76171183.
3. **CLA:** the collective labour agreement applicable to the Temporary Employment Agreement with the Temporary Worker, referred to as the NBBU collective labour agreement.
4. **Services:** all services we provide to you pursuant to an Agreement.
5. **Hirer Remuneration:** the remuneration applicable at the Client for employees employed by the Client in an equal or equivalent function as the respective Temporary Worker consisting of the following wage elements:
 - a. only the applicable period wage in the scale, taking into account the Client's policy with regard to training, work experience, competencies and a possible return of the Temporary Worker to a virtually equal function;
 - b. the reduction in working hours applicable per period. At our discretion, this can be compensated in hours and/or money;
 - c. all allowances for (but not limited to) overtime, shifted hours, shift allowance, irregularity (including evening, weekend and public holiday allowance) and/or (physically) demanding work;
 - d. initial wage increase from the same moment in time and to the same extent as for the Client's employees;
 - e. expense allowances, insofar as we can pay these free of income tax and national insurance contributions;
 - f. periodic wage increases (amount and moment in time as determined at the Client);
 - g. reimbursement of travel hours and/or travel time related to the work, unless the travel hours are already regarded as working hours;
 - h. one-off payments, regardless of the purpose and reason for the payment;
 - i. working from home allowances, whereby the part of the allowance, that is not specifically exempted by law, is paid gross;
 - j. fixed end-of-year bonus(es), at the same time and under the same conditions as the Client.
6. **Temporary employment clause:** a stipulation in the Temporary Employment Agreement in temporary workers phases 1 and 2 of the CLA, whereby the Temporary Employment Agreement of the respective Temporary Worker ends by operation of law if you terminate the Posting, provided this is allowed under the CLA.
7. **Quotation:** every verbal or Written offer we make to you.
8. **You:** every natural person or legal entity who/which concluded, concludes or wants to conclude an Agreement with us, including also an Intermediary (insofar as the provisions by nature and purport can be applicable to him/her).
9. **Parties or we:** we and you jointly. Individually also called the **party**.
10. **Intermediary:** the natural person or legal entity who/which concludes an Agreement with us, on the basis of which we (co-) allocate Temporary Workers, employ them and make them available to the Client(s) for carrying out work on a temporary and non-exclusive basis.
11. **Client:** every natural person or legal entity who/which concludes or wants to conclude a (Hirer) Agreement with us.
12. **Client Fee:** the fee payable by the Client to us in connection with a Posting, excluding allowances, reimbursements of costs and VAT. The

Client fee is calculated per hour, unless we agree otherwise.

13. **Agreement:** every agreement between us, including amendments/additions and all (legal) acts for the preparation and performance of that Agreement by us.
Hirer Agreement: the framework agreement between the Client and us pursuant to which Temporary Workers are made available by us to the Client in order to carry out activities, for payment by the Client.
14. **Order Confirmation:** the confirmation or Agreement with regard to a Flexible Posting, containing specific conditions applicable to that Posting.
15. **Order Agreement:** the confirmation or Agreement with regard to a Structural Posting, containing specific conditions applicable to that Posting.
16. **Posting:** the respective employment of a Temporary Worker by us in the context of an Agreement, to perform work under the direction and supervision of the Client.
Flexible Posting: the Posting of a Temporary Worker with a Temporary Employment Clause; a Temporary Worker in temporary workers phases 1 and 2 of the CLA.
Structural Posting: the Posting of a Temporary Worker with minimum work hours; a Temporary Worker in temporary workers phases 3 and 4 of the CLA.
17. **In Writing:** made available in writing or digitally, via e-mail or otherwise electronically.
18. **Temporary Worker:** every natural person who on the basis of a Temporary Employment Agreement carries out work for the Client in order to carry out activities under his management and supervision.
19. **Temporary Employment Agreement:** the employment agreement of the Temporary Worker as meant in Section 7:690 of the Dutch Civil Code.
20. **Take-over Hours:** the number of hours worked by the Temporary Worker agreed with the Client and charged by us after which and after payment of which the Client is allowed to take over the Temporary Worker.
21. **Recruitment & Selection:** for the benefit of working for the Client recruiting, selecting and introducing one or more candidates by or via us.
2. **GENERAL**
 1. These General Conditions are applicable to all Quotations of and Agreements with us or Services offered/provided by us to you. These General Conditions also apply to further Agreements between the Parties. In case of contradiction, if any, the Dutch version of these General Conditions takes precedence over the English version.
 2. All other general terms and conditions are not applicable.
 3. Deviations from the Agreement and/or these General Conditions can only be made in Writing.
 4. If one or more provisions in these General Terms and Conditions should at any time prove to be or become wholly or partly inapplicable in any manner whatsoever, the other provisions will remain in full force. Instead of the inapplicable provisions, agreements will apply that are similar in terms of content, scope and intention.
 5. If we do not always demand strict compliance with these General Conditions, this will not mean that its provisions are not applicable or that we would lose the right to demand strict compliance with the provisions of these General Conditions in other cases.
 6. If in one or more Agreements with you we deviate from these General Conditions, this will not affect any previous or subsequent Agreements between the Parties.
 7. You give your consent to us in advance to transfer the Agreement. A transfer of rights under the Agreement or these General Conditions by you to a third party is invalid.
 8. We reserve the right to amend these General Conditions. The most up-to-date version of the General Conditions will each time be published on www.jex.nl. If you do not agree with one or more

- amendments, you must make this known to us within one week after you have become aware of it/them, failing which the amendment will have legal effect. If we do not reach agreement with regard to an amendment, you will have the opportunity to terminate the Agreement. The Posting will then only terminate at the moment that the Temporary Employment Agreement has been legally terminated.
9. If agreements between the Parties, for example with regard to the Posting, are incompatible with (changed or amended) legislation and regulations or other government measures, agreements will apply instead that are compatible and which approach as closely as possible the content, the purport and purpose of the agreements made previously.
 10. For the performance of the Agreement we can use the services of third parties. You agree to this in advance.
- 3. QUOTATIONS AND FORMATION OF AN AGREEMENT**
1. Our Quotations are without obligation and can be revoked by us at any time, even if the Quotation contains an acceptance period. We may also revoke our offer/quotation immediately after acceptance, unless we have already started execution.
 2. An offer made by you can only be accepted in Writing by us.
- 4. END OF AGREEMENT**
1. Notwithstanding the termination options under the provisions of the Agreement, any Agreement may be terminated with immediate effect by either Party, if:
 - a. the other Party is in default;
 - b. the other Party ceases its business operations, effects an arrangement with all its creditors, is dissolved and/or is being wound up; or
 - c. the bankruptcy of that respective Party has been applied for by or on behalf of the other Party.
 2. If we terminate the Agreement(s) on the basis of one of the grounds referred to in the first paragraph, your conduct - on account of which we proceed to termination - constitutes your request to terminate the Posting as of the earliest possible date on which the Temporary Employment Agreement(s) can be terminated legally and without us owing any compensation to the Temporary Worker. This will not lead to any liability for us for the damage you suffer because of that.
 3. Amounts we invoiced the Client for before the termination become immediately due and payable at the moment of termination.
- 5. POSTING**
1. The Posting commences – in any event – at the moment that the Temporary Worker commences his activities in connection with the Posting.
 2. A Flexible Posting ends by operation of law, without a notice being required, at the moment immediately before the Temporary Worker concerned commences temporary workers phase 3 of the CLA, unless further Written agreements are made between the Parties regarding the continuation of the Flexible Posting. If no Written agreements have been made with regard to this continuation, but work is still carried out, an Order Agreement is deemed to apply between the Parties for the same duration of the Temporary Employment Agreement between the Temporary Worker and the Contractor in temporary workers phase 3 of the CLA.
 3. A Flexible Posting also ends by operation of law as soon as the Temporary Worker notifies that he is unable to perform the work due to occupational disability. Insofar as it is necessary the Client is deemed to have made this request to us. When asked, the Client will confirm this request in Writing.
 4. If with regard to the continuation of a Posting no new Agreement has been made in Writing with regard to its duration, but the work is continued nonetheless, the Posting shall have the same duration as the Temporary Employment Contract between the Temporary Employee and us.
5. Termination of a Flexible Posting is in the first 26 weeks worked (in the temporary workers phase 1 of the CLA) possible without a notice period, unless the Temporary Worker has been scheduled in the period up to and including the fourth working day after the date of termination. In that case the Posting will terminate at the end of the fourth working day after the day of termination or on the day after that of the last scheduled work, whichever is the earlier.
 6. Termination of a Flexible Posting in temporary workers phase 2 of the CLA, that has already lasted for more than 26 weeks worked, is possible with due observance of a notice period of at least fourteen calendar days in connection with the notice period of ten days of Clause 15, paragraph 2 of the CLA. If the notice period is not respected, we are entitled to pass on to you the compensation due to the Temporary Worker due to non-compliance with the notice period.
 7. A Structural Posting for a definite period of time will terminate by operation of law after the expiry of this period and cannot be terminated prematurely by you.
 8. A Structural Posting for an indefinite period can be terminated in Writing at the end of a month, subject to a one month notice period.
 9. Termination must be done in Writing on a working day. A termination received after 17:00 is deemed to have been made the following working day.
 10. If a Structural Posting provided to you lasts longer than six months, you are obliged to notify us at least six weeks before its termination whether or not it will be extended in connection with our obligation to notify the Temporary Worker.
 11. Termination of the Agreement by you constitutes your request to us to terminate the current Posting(s) as of the day after the first possible day on which the Temporary Employment Agreement(s) can be legally terminated and without us owing (additional) compensation to the Temporary Worker for this.
 12. A Posting terminates by operation of law by the termination of the Temporary Employment Agreement.
 13. If the Posting is terminated by you or on the basis of Clause 4 of these General Conditions by us and we want to terminate the Temporary Employment Agreement(s) by dissolution by the sub-district court (in Dutch: kantonrechter) or by obtaining permission from the Dutch Institute for Employee Benefit Schemes (UWV), you will cooperate fully with us in this connection.
 14. We may propose to you to replace a Temporary Worker with another under continuation of the Posting. You may reject such a proposal only under special circumstances and on reasonable grounds, in Writing and properly motivated.
- 6. 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 hours of work allowed by law and the employment hours agreed.
 2. Holidays and days leave of the Temporary Worker are arranged in accordance with the law and the CLA.
 3. If and insofar as the Temporary Worker requires specific training or (work) instructions for the performance of the Agreement, the hours that the Temporary Worker spends on this training and/or work instructions will be charged to the Client as hours worked.
- 7. 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 Posting.

2. In order to enable us to recruit/select Temporary Workers qualified for work, as well as to correctly remunerate and inform the Temporary Workers, you must in any event provide us with, but not limited to, the following information:
 - a. any Skilled Workers Scheme to be applied, pursuant to that CLA;
 - 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 Posting;
 - g. working conditions;
 - h. possible health and safety risks and how to deal with them;
 - 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. any mandatory days off, collective holidays and company closures;
 - n. any employment regulations and/or rules of conduct applicable within the Client's company and/or other rules relevant to the Temporary Worker.
3. You will inform us if the information referred to in this article or otherwise requested by us is not known to you or you are unable to provide it for any other reason.
4. You will inform us of the Temporary Worker's employment history if it is relevant for determining the applicable temporary employment phase of the CLA and/or the transition fee. Unless you informed us otherwise prior to the conclusion of the Agreement or the Posting, the (candidate) Temporary Worker shall be deemed not to have any relevant employment history. Except when the provisions of the previous sub-section has been fulfilled or we have agreed upon otherwise in Writing, the consequences associated with such employment history, such as additional costs compared to which there is no such employment history, are for your account.
5. 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 information required for the performance of the Agreement has not been provided to us in good time or if the necessary actions have not been performed in good time, we will be entitled (but not be obliged) to perform those actions (or have them performed) at your expense and risk that are necessary for us to have at our disposal what is needed for the performance of the Agreement as referred to in this Clause. You authorise us unconditionally in advance to implement this Clause within reason.
6. You guarantee the accuracy, completeness, trustworthiness, soundness and legitimacy of the information provided to us by you or on your behalf and you shall indemnify us against and compensate us for all claims and damages resulting from your failure to comply (timely) with the obligation to provide information as referred to in this article.
7. Failure by you to comply with the provisions of this article shall entitle us to dissolve the Agreement with immediate effect (whether in part or in full), without us being liable to pay any damages.
- 8. FUNCTION AND REMUNERATION**
 1. Before the commencement of the Agreement and/or the Posting, you provide us with a job description with the associated grading/remuneration and information about all elements of the Hirer Remuneration (in terms of amount and time: only and insofar as at that moment known). The remuneration of the Temporary Worker is determined in accordance with the CLA and/or the Hirer Fee, as well as the applicable legislation and regulations, on the basis of the job description provided by you to us.
 2. If at any time it becomes apparent that the job description and the corresponding grading do not correspond to the job actually performed by the Temporary Worker or that the information provided by you in connection with the Hirer Remuneration does not correspond to reality in any way, you shall promptly provide us with the correct information relating to the determination of the Hirer Remuneration. The Temporary Worker's remuneration will then be redetermined on the basis of the new/revised information. The job description and/or grading can be adjusted during the Agreement, if the Temporary Worker makes a reasonable claim to that adjustment relying on legislation and regulations, the CLA and/or the Hirer Remuneration. If the adjustment leads to higher remuneration, we will correct the remuneration of the Temporary Worker and the Client Fee accordingly. The Client will owe us this corrected Client Fee from the moment the actual function is performed.
 3. Immediately upon becoming aware of it you will inform us of any changes in the Hirer Remuneration and determined initial wage increases. All elements of the Hirer Remuneration are passed on to the Client. This paragraph does not apply if and for as long as the Temporary Worker is remunerated in accordance with the CLA remuneration for the allocation group.
 4. Fees, benefits and/or allowances that are part of the Hirer Remuneration are remunerated in accordance with the CLA and/or other applicable employment conditions regulations and are passed on to the Client.
 5. If the Temporary Worker is – unintentionally – considered as a payroll employee, the extra costs caused by this will be passed on to the Client. In that case, you will provide all necessary cooperation to enable us to properly implement and/or terminate the payroll agreement.
- 9. 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 (primary and secondary) employment conditions applicable to the Client;
 - b. changes in or as a result of legislation and regulations, including changes in or as a result of the social and tax legislation and regulations, the CLA or any mandatory rule;
 - 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.

If an adjustment to the Client Remuneration arises from an initial CLA wage increase with retrospective effect, we will also be entitled to subsequent invoicing.

 3. We are entitled to index the Client Fee once every year by the average monthly Consumer Price Index all households (2015=100) for the last six months 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. If, due to any cause not attributable to us, the Hirer Remuneration has been set too low or incorrectly, we are also entitled to correct it retrospectively and adjust the Client Fee accordingly with retrospective effect. We may charge Client the difference between the old Client Fee and the adjusted Client Fee from the date to which

- the change is retroactive, plus statutory commercial interest.
6. For the Services provided by us, other than the Posting of Temporary Workers, a separate rate will be agreed. The Services we provide to you will be confirmed in the Order Confirmation, in which the rate is also confirmed.
- 10. TIME SHEETS**
1. The hours worked by the Temporary Worker are recorded and submitted to the Client after the end of the respective working week.
 2. The Client will immediately, within two working days, check the time sheet submitted to it and, if correct, approve it and forward it to the Temporary Worker or the person who submitted it to the Client.
 3. Unless otherwise agreed or it is the custom between the Parties to deviate from this, the hours are recorded by means of our digital timesheet system.
 4. 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.
- 11. PAYMENT**
1. Unless otherwise agreed in Writing, our invoices will be paid by the Client within 30 days after the invoice date.
 2. In case a credit assessment shows that you are insufficiently creditworthy for our (future or current) claims against you under the Agreement, we may terminate the Agreement or apply reduced payment terms. You agree to this in advance.
 3. Objections to our invoices must be notified in Writing within seven days after the invoice has been sent, failing which the correctness of the invoice and the indebtedness of the claim will be an established fact.
 4. You are not entitled to suspend payment and offset the amount. We may (also) offset any of our claims on you against any of your claims on another entity belonging to our group and any entity belonging to our group may suspend fulfilment with regard to you if you fail to fulfil.
 5. If the Client does not pay the invoice within the payment period, it will owe a contractual interest of 1% per month or part of a month from the due date, unless the statutory commercial interest is higher, in which case the statutory commercial interest will apply.
 6. All costs, both judicial and extrajudicial, that we have to incur to recover our claim from the Client, will be fully at the expense of the Client. The compensation for extrajudicial costs amounts to at least 20% of the principal sum due, including VAT, with an absolute minimum of € 500.00.
 7. Any payment to us will first be deducted from the first invoice amount payable or to become due.
 8. After we entered into the Agreement, we are entitled if there is reason to do so - contrary to the agreed payment arrangement - to demand payment in advance or that security is provided for the Client's payment obligations. The client must comply with this at our first request.
 9. If you do not comply with an obligation under these General Conditions and/or the Agreement, we will be entitled to dissolve the Agreement with you in whole or in part out-of-court without a notice of default being required.
- 12. (SPECIAL) MINIMUM PAYMENT OBLIGATIONS**
1. In the case of Flexible Posting if the working hours have not been clearly laid down and the Temporary Worker is not given the opportunity to perform the agreed work, or only given less than three (consecutive) hours for it per call-out, the Client will owe to us the Client Remuneration per call for at least three hours.
- 13. BUSINESS CLOSURES, MANDATORY DAYS OFF, "UNWORKABLE WEATHER REGULATION" AND PAWW**
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 Remuneration in full for the duration of the business closure.
 2. If the Client can invoke the 'Unworkable Weather Regulation' laid down by the government, it 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 the event that we cannot invoke the Unworkable Weather Regulation with regard to the Temporary Worker, we will be fully entitled to the Client Remuneration.
 3. Participation in the PAWW (private supplementary WW and WGA) scheme has consequences for the national insurance contributions payable by us. We are entitled to unilaterally adjust the Client Remuneration to this, after which the Client is obliged to pay this. We will notify the Client of this in good time.
- 14. 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. In any case, 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.
 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.
- 15. 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. Temporary Workers are recruited and selected by or on our behalf and are made available on a temporary and non-exclusive basis. We therefore always have the right to make the Temporary Worker(s) available elsewhere, without being obliged to pay you any amount or compensation.
 3. Unless otherwise agreed, the remuneration/fee of the Intermediary is included in the Client Remuneration. The Client is only entitled to pay the remuneration/fee for mediation services directly to the Intermediary with our Written permission.
 4. The Client is not entitled to offset any claims on the Intermediary against our claims.
 5. We only pay the remuneration/fee to the Intermediary if and insofar as the Client has paid fully and within the payment period the Client Remuneration and/or payments claimed by us. In the event that the Client is in default towards us, we can reclaim and/or offset any remuneration/fee paid in advance to the Intermediary as unduly paid.
 6. In the event that the Intermediary has not fulfilled his obligations towards us and/or the Client and the Client refuses to pay the Client Remuneration, we will be entitled to claim payment from the Intermediary at the first request that is equal to the full Client Remuneration, less the remuneration/fee payable to the Intermediary.
- 16. GOOD EMPLOYERSHIP**
1. The Client will conduct itself towards the Temporary Worker as a good employer - also in exercising the management and supervision of the Temporary Worker.
 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. The Client acknowledges that Temporary Workers have the same rights as employees under an employment contract with the Client, or as these employees would have. The Client declares it is aware of the provisions set out in the Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*: 'WAADI'), in particular Sections 8, 8b, 10 and 12a, and declares that it will act accordingly. In that context, the Client will, for example (so not exclusively) ensure that:
 - a. Temporary Workers have the same access to the company facilities or services in their company - in particular canteens, childcare and transport facilities - as the employees employed by its company working in equal or equivalent functions;
 - b. vacancies that arise within its company are notified in a timely and clear manner to the Temporary Workers, so that they have the same opportunities of an employment contract for an indefinite period of time as the Client's own employees;
 - c. it will not give orders to us or the Temporary Worker that would violate Section 10 WAADI. Temporary Workers will not be posted in a company or a division of the company where there is a work strike, lock-out or a sit-down strike. The Client will inform us in full and in good time about the intention, commencement, continuation and termination of collective (employee) actions, such as the situations referred to above.
 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 Written permission.
 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 (*Klokkenluiderswet*) and legislation and regulations regarding equal treatment/non-discrimination.
 5. The Client will take out sufficient insurance, insofar as this is possible, for any liability under the provisions in this Clause. At our request the Client will provide a certificate of insurance.
- 17. WORKING CONDITIONS**
1. The Client is responsible towards the Temporary Worker and us for the fulfilment of the obligations in the area of safety in the workplace and good working conditions in general arising from Section 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act (*Arbeidsomstandighedenwet*) and associated legislation and regulations. If the nature of the work and/or the circumstances under which it is performed (reasonably) require this, the Client will provide the Temporary Worker free of charge with personal protective equipment or will reimburse the Temporary Worker for it. If this is taken care of by us, we will be entitled to charge the Client for the associated costs. Any costs for medical examinations of the Temporary Worker will be at the expense of the Client.
 2. The Client will provide the Temporary Worker and us in good time, in any case one working day before the commencement of the work, with information in Writing about the desired/required (professional) qualifications and the specific characteristics of the job to be filled. The Client will actively and, if necessary, repeatedly inform the Temporary Worker about the Risk Assessment and Evaluation ('RI&E') used in its company. The (purchase of) personal protective equipment for the Temporary Worker shall be for the Client's account.
 3. If the Temporary Worker suffers an industrial accident or an occupational disease, the Client will immediately notify this to the authorities prescribed by legislation and regulations and immediately prepare a Written report (or have a Written report drawn up) of the event and the notification. In the report, the facts of the accident are to be recorded in such a way that it can be deduced from this to what extent measures were taken to prevent the accident or the occupational disease. The Client must inform us as soon as possible about the industrial accident or the occupational disease and submit a copy of the report.
- 18. IDENTIFICATION AND PRIVACY**
1. Upon commencement of the Posting 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 Posting, 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 Section 15 of the Wav, which means, among other things, that at the commencement of the work by a foreign national the Client must receive a copy of the document as referred to in Section 1 of the Dutch Identification Act (*Wet op de identificatieplicht*) from the foreign national. The client is responsible for a careful check of that document and on the basis of this determines the identity of the foreign national and includes a copy of the document in its administration. We are not liable for any fines imposed on the Client in connection with the Wav.
 3. We treat all personal data of Temporary Workers confidentially and process them in accordance with the General Data Protection Regulation (GDPR).

4. Depending on the responsibilities and working method we make agreements in accordance with the GDPR about data leaks, rights of data subjects and retention periods amongst others. When there is a joint processing responsibility, we make further agreements about, among other things, the exercise of the rights of data subjects and the obligation to provide information. We may require from you that these agreements are laid down in a mutual scheme.
 5. You will only provide or request personal data if and insofar as you are entitled under the GDPR to process them.
 6. 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.
- 19. OBLIGATIONS AND LIABILITY**
1. In view of the fact that the powers and obligations in connection with the management and supervision are actually exercised by the Client or rest on the Client, the Client will indemnify us against and compensate us with regard to all claims by Temporary Workers and third parties in connection with the (alleged) damage suffered during or in connection with the performance of the work for the Client, such as claims pursuant to Sections 7:658, 7:611, 6:107, 6:108 and 6:162 of the Dutch Civil Code. The term damage also means the costs, including the actual costs of legal assistance. During the Agreement the Client is liable for the damage that we, the Temporary Worker and/or third parties suffered by the actions and/or omissions of the Temporary Worker.
 2. You are obliged to take out sufficient insurance to cover the damage and liabilities in connection with the Agreement.
 3. 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.
 4. We will never be liable for your lost profits, lost income, lost turnover, missed savings and damage suffered due to business and other stagnation.
 5. Our liability, including any payment obligation on account of an obligation to undo the wrong done and any payment obligation on account of Section 6:230 of the Dutch Civil Code is always limited to the amount that our insurer actually pays out in the respective case. If no payment under our liability insurance is forthcoming, our total liability will always be limited to a maximum of €150,000 per damage and per year, regardless of the basis for liability and the number of damage-causing events.
 6. Limitations of our liability do not apply in the event of our intention or conscious recklessness and/or that of our employees.
 7. A claim on us will lapse twelve months after it arose, or twelve months after you have become aware of the actual grounds of the claim or should reasonably have been aware of this ground.
- 20. TAKE-OVER OF TEMPORARY WORKERS**
1. In this Clause "entering into an employment relationship with a Temporary Worker" means:
 - a. entering into a Temporary Employment Agreement, a contract for work or a contract for services with the Temporary Worker;
 - b. hiring the respective Temporary Worker from a third party (for example another temporary employment agency);
 2. For the purposes of this Clause the term Temporary Worker also means the candidate Temporary Worker introduced to the Client, for example for the Recruitment & Selection.
 3. The Client will not enter into an employment relationship with the Temporary Worker as long as the Posting has not ended legally or in accordance with the provisions of the Agreement and these General Conditions.
 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. The Client may enter into an employment relationship with the Temporary Worker after the Client has paid at least the Take-over hours of the Temporary Worker made available by us to the Client and the Client Remuneration in this respect.
- 21. CONFIDENTIAL INFORMATION**
1. Unless permitted by law, the Parties will not disclose confidential information about each other or make light or unauthorised use thereof without the other's prior written consent. Confidential information includes (so not exclusively) data considered as or that can reasonably be considered as confidential, or that relate to 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.
- 22. CONSEQUENCES OF FORCE MAJEURE**
- If a force majeure situation has lasted for two months or if it is established that a force majeure situation on our side or on your side 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. Even after such termination of the Agreement, the Client will be obliged to pay the fees it owes us, which relate to the period before the force majeure situation.
- 23. APPLICABLE LAW AND FORUM AGREED UPON**
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.