



General Terms and Conditions

for the placement of temporary agency workers

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Article 1. Definitions

In these general terms and conditions the following definitions apply:

- 1.1. **UBN:** the private company with limited liability UBN Flex B.V., registered in the trade register of the Chamber of Commerce under number 64643484 and (statutory) established and having its principal place of business at 3721 BA Bilthoven at Leyenseweg 1.
- 1.2. **Temporary Agency Worker:** any natural person who has entered into an agency work employment contract as referred to in Article 7:690 of the Dutch Civil Code with a UBN in order to perform work for a third party under the management and supervision of that third party.
- 1.3. **Prospective Temporary Agency Worker:** a natural person, recruited and selected by UBN, who has been put forward by UBN to the client in respect of one or more positions or vacancies within the client's organisation, regardless of whether the client already knew the prospective temporary agency worker directly or indirectly (in any capacity).
- 1.4. **Assignment: the agreement between a client and the UBN** on the basis of which a single temporary agency worker is made available to the client by the UBN, as referred to in paragraph 2 of this article, to perform work, against payment of the client rate.
- 1.5. **User company:** any natural person or legal entity who is party to the assignment in addition to the UBN.
- 1.6. **Placement:** the employment of a temporary agency worker in the context of an assignment.
- 1.7. **Temporary Agency Clause:** the written clause in the employment contract between UBN and the temporary agency worker or in the collective labour agreement, to the effect that the employment contract ends by operation of law when the placement of the temporary agency worker by UBN to the client ends at the client's request (Article 7:691(2) of the Dutch Civil Code).
- 1.8. **CLA:** the *Collective Labour Agreement for Temporary Agency Workers* concluded between the *Algemene Bond Uitzendondernemingen* (ABU - Dutch Association of private employment agencies) on the one hand and the relevant employee organisations on the other.
- 1.9. **User company rate:** the rate owed to the private employment agency by the user company, excluding bonuses, expense allowances and VAT. The rate is calculated per hour, unless stated otherwise.
- 1.10. **Hirer's remuneration:** the hirer's remuneration as defined in the CLA..

Article 2. Scope

- 2.1. These general terms and conditions apply to all assignments and other agreements between the private employment agency and the user company, as well as to all legal acts aimed at the establishment of such, including offers, proposals, quotations and price lists.
- 2.2. Any purchasing or other terms and conditions of the user company do not apply and are explicitly rejected by the private employment agency.
- 2.3. Agreements made in deviation from these general terms and conditions only apply if agreed upon in writing and apply exclusively for that assignment.

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Article 3. The assignment and the placement

Assignment

- 3.1. The assignment can be entered into for a definite period or indefinite period.
- 3.2. The assignment for a definite period is an assignment that has been entered into:
 - either for a fixed period;
 - or for a determinable period;
 - or for a determinable period that does not exceed a fixed period.

The assignment for a definite period ends by operation of law by the expiration of the agreed time period or as the result of the occurrence of a predetermined objectively determinable event.

End of assignment

- 3.3. The assignment for an indefinite period ends by written cancellation with due observance of a reasonable notice period.
- 3.4. Every assignment ends immediately on account of cancellation at the moment that either of the parties cancels the assignment because the other party:
 - is in default;
 - ceases its operations or enters into a settlement with all its creditors;
 - is dissolved, goes into liquidation or ceases its operations;
 - applies for bankruptcy or an bankruptcy application is filed against it, or if the other party is declared bankrupt or applies for a suspension of payments; or
 - pre-judgment or post-judgment attachment is levied on a substantial part of the other party's assets and that attachment is not lifted within fourteen days.
- 3.5. If the UBN cancels the assignment on one of these grounds, the user company's behaviour on which the cancellation is based implies the user company's request that the placement be terminated. This does not lead to any liability on the part of the UBN for the damage or loss suffered by the user company as a consequence. The private employment agency's claims will become immediately payable as a result of the cancellation.
- 3.6. If UBN gives notice of termination on one of these grounds, the client's conduct on which the notice of termination is based constitutes a request by the client to terminate the placement. This will not result in any liability of the Temporary Employment Agency for any loss consequently incurred by the client. All claims of the Temporary Employment Agency will become immediately due and payable as a result of the notice of termination

End of placement

- 3.7. The end of the assignment means the end of the placement. The user company's termination of the assignment implies the user company's request to the private employment agency to terminate the current placement(s) as of the date on which the assignment is validly terminated, or the date as of which the assignment is validly dissolved.
- 3.8. If the temporary agency clause applies between the temporary agency worker and UBN, the placement of the temporary agency worker will end at the client's request the moment the temporary agency worker reports that he or she is unable to perform the work due to incapacity for work. The client is deemed to have made this request insofar as necessary. If requested, the client must confirm this request to UBN in writing.
- 3.9. The placement ends by operation of law if and as soon as the private employment agency can no longer provide the temporary agency worker because the employment contract between the private employment agency and the temporary agency worker has ended and

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this employment contract is not subsequently continued in order to continue work for the same user company.

- 3.10. The user company informs the UBN in time of the termination or continuation of the assignment with due observance of Article 6 paragraph 1, in order to enable the private employment agency to comply correctly and fully with its obligations concerning a statutory notice period.
- 3.11. The preceding articles are without prejudice to the right to invoke Article 6:265 of the Dutch Civil Code. In the event of dissolution (*ontbinding*) of an agreement, any amounts already paid under the agreement cannot be reclaimed as an obligation to undo.
- 3.12. Termination of an agreement does not affect any other agreements between UBN and the client.

Article 4. Replacement and availability

- 4.1. The UBN has the right at all times to replace a temporary agency worker who has been made available. This does not require the user company's consent. The user company will only refuse to cooperate in replacement on reasonable grounds. The user company will provide written justification for any such refusal if requested to do so.
- 4.2. The private employment agency has the right at all times to replace a temporary agency worker who has been made available. This does not require the user company's consent. The user company will only refuse to cooperate in replacement on reasonable grounds. The user company will provide written justification for any such refusal if requested to do so.

Article 5. Force majeure and right of suspension

- 5.1. The temporary employment agency cannot be obligated to fulfil any obligation, including any statutory or agreed warranty or other obligation, if the temporary employment agency is prevented from doing by an event of force majeure. Force majeure on the part of the temporary employment agency includes the following: force majeure on the part of suppliers of the temporary employment agency, war, threat of war, epidemics, pandemics, riots, acts of war, fire, water damage, flooding, strikes, sit-down strikes, accident or illness of staff, lockouts, import and export impediments, government measures, machine breakdowns supply disruptions, operational failure, failure of internet, data network or telecommunication facilities, cyber crime or other crime, cyber vandalism or other vandalism, general transport problems and problems unforeseen by the temporary employment agency, and any other circumstance that is not exclusively dependent on the will of the temporary employment agency.
- 5.2. The temporary employment agency will inform the client as soon as possible of a situation as referred to in the preceding paragraph of this article. If the situation of force majeure is temporary, the temporary employment agency's obligations under the agreement will be suspended for the duration of that situation.
- 5.3. If the temporary employment agency is prevented from performing its obligations for a period of three months as a result of circumstances as referred to above, either party may dissolve (*ontbinden*) all or part of the agreement. In that case the client must pay the temporary employment agency the fees payable to the temporary employment agency that relate to the period before the force majeure situation.
- 5.4. The client may not suspend all or part of its obligations.
- 5.5. If a situation of force majeure occurs or a situation in which all or part of the agreement is dissolved (*ontbonden*) as a result of force majeure, the temporary employment agency will not be liable for any compensation to the client or any third party.
- 5.6. Any payment security provided by or on behalf of the client must be extended accordingly.

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Article 6. Fear of non-performance

- 6.1. If after entry into the agreement circumstances come to the attention of the temporary employment agency that give it good reason to fear that the client will fail to perform any of its obligations or will fail to do so correctly or in a timely manner, all of the client's payment obligations towards the temporary employment agency, on any ground, will become immediately due and payable in full. Such circumstances include (but are not limited to) bankruptcy or a suspension of payments on the part of the client, or if an application for either of those measures is pending in respect of the client, if a dissolution or merger resolution has been adopted by or on behalf of the client, if pre-judgment or post-judgment attachment is levied on any of the client's assets, or if the client fails to fulfil any payment obligation towards the temporary employment agency. The temporary employment agency may at any time demand immediate payment of such immediately payable claims or the provision of security for such immediately payable claims.
- 6.2. In that case, the temporary employment agency may suspend the performance of its obligations towards the client until payment is made or security is provided for all its payment obligations. If the temporary employment agency does so, it is not liable in any manner to the client for any loss or costs consequently incurred by it.
- 6.3. The client is liable for any loss incurred by the temporary employment agency as a result of a situation as described in paragraphs 1 and 2 of this article

Article 7. Takeover

- 7.1. For the purposes of this article, entering into an employment relationship with a prospective temporary agency worker or a temporary agency worker means:
- entering into an employment contract, a works agreement or a services agreement by the client with a prospective temporary agency worker or a temporary agency worker;
 - the placement of the prospective temporary agency worker or the temporary agency worker; or
 - the entry into an employment relationship by the prospective temporary agency worker or the temporary agency worker with a third party in which the client and that third party are affiliated in a group (within the meaning of Article 2:24b of the Dutch Civil Code) or is a subsidiary of another party (within the meaning of Article 2:24a of the Dutch Civil Code).
- 7.2. For the purposes of this article, prospective temporary agency worker or temporary agency worker means:
- the prospective temporary agency worker or the temporary agency worker who is registered with the temporary employment agency;
 - the prospective temporary agency worker or the temporary agency worker whom the temporary employment agency introduced to or brought into contact with the client; or
 - the temporary agency worker whose placement ended less than twelve months before the commencement of the employment relationship with the client.
- 7.3. The client may enter into an employment relationship with a prospective temporary agency worker or a temporary agency worker only if and insofar as the provisions of this article are met.
- 7.4. The client may not enter into an employment relationship with the temporary agency worker if and insofar as the employment contract between the temporary agency worker on the one hand and the temporary employment agency (or the third party) on the other hand has not been validly terminated, and if and insofar as the client cannot validly

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- terminate or has not validly terminated the agreement with the temporary employment agency.
- 7.5. The client must notify the temporary employment agency in writing as soon as possible of its intention to enter into an employment relationship with the prospective temporary agency worker or the temporary agency worker before implementing that intention. The client must terminate the agreement in accordance with these general terms and conditions.
- 7.6. If a prospective temporary agency worker or a temporary agency worker is introduced to the prospective client through the agency's mediation and that prospective client enters into an employment relationship with that prospective temporary agency worker or that temporary agency worker either directly or through the agency of any third party within twelve months after that prospective temporary agency worker or that temporary agency worker enters into an employment relationship for the same or a different position, an immediately payable fee is payable to that client amounting to 25% of the client rate or other rate that the temporary employment agency would have charged for the work of the prospective temporary agency worker or the temporary agency worker if he or she had performed work for the client through the temporary employment agency for a period of 1,560 hours, subject to a minimum payment of €7,500. This fee is always payable by the client if the prospective temporary agency worker or the temporary agency worker was introduced to the client by the temporary employment agency. It is irrelevant in respect of the obligation to pay compensation as referred to in this article whether the client already knew the prospective temporary agency worker or the temporary agency worker directly or indirectly (in any capacity).
- 7.7. If the client enters into an employment relationship, either directly or through third parties, for the same or a different position, with a temporary agency worker placed to work for it under a fixed-term or open-ended contract before that temporary agency worker has worked 1,560 hours, an immediately payable fee is payable by the client to the temporary employment agency, without any further notice of default being required, which is not subject to set-off, amounting to 25% of the most recently applicable client rate for 1560 hours minus the hours already worked by the temporary agency worker under the contract.
- 7.8. If the client enters into an employment relationship with the temporary agency worker for the same or another position within twelve (12) months after the temporary agency worker's placement at or work (regardless of whether it was based on a fixed-term or open-ended contract) for the client has ended, a fee is payable by the client equal to 25% of the client rate that would have applied to the temporary agency worker in question for a period of 1,560 hours worked minus the hours already worked by the temporary agency worker under the terminated contract. This applies both if the client has approached the temporary agency worker for this purpose – directly or through third parties – and if the temporary agency worker has applied for a job with the client – directly or through third parties.
- 7.9. In light of the higher costs incurred by the temporary employment agency for the placement of a temporary agency worker who is not from the Netherlands, for the purposes of this article the number of 1,560 hours is replaced by the number of 2,000 hours and the percentage of 25% by the percentage of 30% if and insofar as a temporary agency worker is not from the Netherlands.

Article 8. Work procedure

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- 8.1 Before the start of the assignment, the user company will provide the UBN with the information necessary for the placement, including an accurate description of the position, job requirements, work times, number of working hours, activities, workplace, working conditions and envisioned term of the assignment.
- 8.2 With reference to the information provided to it by the user company and its awareness of the capacities, knowledge and skills of the (candidate) temporary agency workers eligible for placement, the UBN will decide which (candidate) temporary agency workers it will propose to the user company for performance of the assignment. The user company has the right to reject the proposed (candidate) temporary agency worker, which means the placement of the proposed (candidate) temporary agency worker will not go ahead.
- 8.3 The UBN does not fail culpably in respect of the user company if the contacts between the user company and the private employment agency prior to a potential assignment, including a concrete request from the user company for placement of a temporary agency worker, for whatever reason do not result in the actual placement of a temporary agency worker or do not result in this within the period desired by the user company.
- 8.4 In the event the UBN requires information from the user company within the context of compliance with its obligations under the law or the CLA, the user company will provide this information to the private employment agency free of charge upon first request.

Article 9. Number of working hours and work times

- 9.1 The number of working hours and the work times of the temporary agency worker at the user company are set down in the assignment or agreed on otherwise. The number of working hours, the break, work and rest times of the temporary agency worker will be the same as the usual hours and times at the user company, unless agreed otherwise. The user company guarantees that the number of working hours and the work and rest times of the temporary agency worker satisfy the legal requirements. The user company ensures that the temporary agency worker does not exceed the work times permitted by law and the agreed number of working hours.
- 9.2 The temporary agency worker's vacation time and leave will be arranged in accordance with the law and the CLA.

Article 10. Business closures and mandatory days off

- 10.1 When the assignment is entered into, the user company must inform the private employment agency about any business closures and mandatory collective days off during the course of the assignment, so that, if possible, the private employment agency can have this included in the employment contract with the temporary agency worker. If a plan to schedule a business closure and/or mandatory collective days off becomes known after the assignment has been entered into, the user company must inform the private employment agency about this as soon as it is known.

Article 11. Position and remuneration

- 11.1. Before the start of the assignment, the user company will provide the description of the position to be performed by the temporary agency worker, the corresponding scale and information on all elements of the hirer's remuneration (in terms of amount and time: only if and to the extent known at that point) to the UBN.
- 11.2. The remuneration of the temporary agency worker, including any bonuses, payments and (expense) allowances, will be determined in accordance with the CLA (including the provisions on the hirer's remuneration) and the applicable legislation and regulations, with reference to the job description provided by the user company.

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- 11.3. If it emerges at any time that this job description and the corresponding scale do not match the actual position performed by the temporary agency worker, the user company will immediately provide the UBN with the correct job description and corresponding scale. The temporary agency worker's remuneration will be redetermined with reference to the new job description. The job description and/or scale may be adjusted during the assignment, if the temporary agency worker has a claim to this adjustment within reason by invoking legislation and regulations and/or the CLA. If the adjustment results in a higher remuneration, the UBN is entitled to correct the temporary agency worker's remuneration and the user company rate accordingly. The user company owes this corrected rate to the private employment agency as from the moment the temporary agency worker is entitled to the higher remuneration on the basis of legislation and regulations and/or the CLA.
- 11.4. The user company will notify the UBN about any changes to the hirer's remuneration and about any initial wage increases determined in good time and in any event immediately when these become known. This paragraph does not apply if and for as long as the temporary agency worker is paid in accordance with the CLA remuneration for the allocation group.
- 11.5. If and insofar a remuneration is determined for the temporary agency worker due to the fact that he cannot be classified, the user company will inform the UBN on time and in any event immediately when a change to the user company's job classification system becomes known, when this change means that the position held by the temporary agency worker could or should have been classified in the user company's job classification system as yet. The remuneration and the user company rate are adjusted in accordance with paragraph 3 of this article if this is the case.
- 11.6. Payments and allowances such as those for overtime, travel hours/travel time, physically taxing circumstances, work in shifts or irregular hours, at special times or on special days (including public holidays), shifted hours and on-call or standby shifts are remunerated in accordance with the Collective Labour Agreement or other applicable employment conditions regulations and are passed on to the client.

Article 12. Good practice of management and supervision

- 12.1. When managing and supervising the temporary agency worker, as well as in relation to the performance of the work, the user company will treat the temporary agency worker in the same careful manner as it is required to treat its own employees.
- 12.2. If it has not obtained permission to do so, the user company is not permitted to in turn 'loan' the temporary agency worker to a third party for the performance of work under the management and supervision of that third party. Third party is also defined as a natural person or legal entity with which the user company is affiliated in a group.
- 12.3. The user company may only put the temporary agency worker to work in deviation from the provisions stipulated in the assignment and terms and conditions if the UBN and the temporary agency worker have agreed to this in writing in advance.
- 12.4. A Netherlands-based user company may only put the temporary agency worker to work abroad for a definite period on the conditions that the user company has organised the management and supervision and this employment has been agreed on in writing with the UBN and with the temporary agency worker.
- 12.5. The user company will compensate the temporary agency worker the loss he has suffered as a result of the fact that an item belonging to him and used in the context of the assigned work has become damaged or destroyed.

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12.6. To the extent possible, the user company will insure itself adequately against liability on grounds of the provisions in this article. At UBN's request, the user company will submit proof of insurance.

Article 13. Substitution, availability and rehabilitation

- 13.1. The temporary employment agency may make a proposal to the client to replace a posted temporary agency worker with another temporary agency worker while continuing the contract, among other things with a view to the temporary employment agency's company policy or personnel policy, the safeguarding of jobs, or compliance with applicable laws and regulations, in particular the applicable collective labour agreement and the dismissal rules for the temporary employment sector. The client may reject such a proposal only on reasonable grounds. If requested, the client must state reasons for any rejection in writing.
- 13.2. The temporary employment agency will not be in breach in relation to the client and will not be obligated to reimburse to the client any damage or costs if the temporary employment agency is unable or is no longer able to supply the client with a temporary agency worker or replacement temporary agency worker for any reason, or is unable to do so in the manner and to the extent agreed in the agreement or at a later time.
- 13.3. The temporary employment agency will use its best efforts to replace a temporary agency worker who is unable or no longer able to perform work in the current assignment, within ten working days after it becomes apparent that such work can no longer be performed within that placement. A longer period may apply in the event of illness. If the temporary employment agency fails to provide a replacement, it may terminate the agreement with immediate effect without any right to damages or compensation between the parties.
- 13.4. At the temporary employment agency's first request, the client must cooperate in the rehabilitation of the (incapacitated) temporary agency worker placed at the client. This means among other things (but not exclusively) that the client must have the temporary agency worker perform rehabilitation work in a modified job or for an adjusted number of hours. If the client fails to cooperate or cooperates insufficiently, it must (possibly explicitly contrary to the provisions of the agreement) continue to pay the client rate for the number of hours for which the temporary agency worker is entitled to continued payment of wages from the temporary employment agency.
- 13.5. The temporary agency worker is not made available to the client on an exclusive basis. The temporary employment agency may place the temporary agency worker with another client without the client's consent.

Article 14. Working conditions

- 14.1. The user company declares it is aware of the fact that it is regarded as the employer under the Working Conditions Act.
- 14.2. The user company is responsible to the temporary agency worker and the UBN for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the area of workplace safety, health, wellbeing and good working conditions in general.
- 14.3. The user company is required to provide the temporary agency worker and the UBN in good time, at the latest one working day before the start of the work, with written information on the professional qualifications required and the specific characteristics of the job to be performed. The user company will actively provide the temporary agency worker with information on the Risk Inventory and Evaluation (RIE) used at the company
- 14.4. If the temporary agency worker suffers an industrial accident or work-related illness, the user company will, if required by law, notify the competent authorities about this immediately

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and ensure that a written report is drawn up without delay. The report must document the details of the industrial accident or work-related illness such that it can be gathered with a reasonable degree of certainty whether and to what extent the industrial accident or work-related illness is the result of the fact that insufficient measures had been taken to prevent the industrial accident or work-related illness. The user company will inform the UBN as soon as possible about the industrial accident or work-related illness and provide a copy of the report it has prepared.

- 14.5. The user company will compensate the temporary agency worker all damage or loss that the temporary agency worker suffers in the performance of his work, if and insofar as the user company is liable for that on grounds of Article 7:658 and/or Article 7:611 and/or Article 6:162 of the Dutch Civil Code.
- 14.6. The user company will insure itself adequately against liability on grounds of the provisions in this article. At the UBN's request, the user company will submit proof of insurance.

Article 15. Client's liability

- 15.1. The temporary employment agency will use its best efforts to perform the agreement as a reasonably competent contractor.
- 15.2. During the term of the agreement, the client is liable for any loss incurred by the temporary employment agency, the temporary agency worker or any third party as a result of the temporary agency worker's acts or omissions. The temporary employment agency is not liable for any damage or loss incurred by the client as a result of the temporary agency worker's acts or omissions. The client indemnifies the temporary employment agency against any liability (including costs including the actual costs of legal assistance) – direct or indirect – in respect of the damage or loss referred to in this paragraph.
- 15.3. The client must take out adequate insurance to cover the liability referred to in this article. The client must submit a copy of the policy schedule to the temporary employment agency at its first request.
- 15.4. If it is established at law or otherwise that the temporary employment agency is liable towards the client for loss incurred in respect of the agreement, on the grounds of a wrongful act or on any other ground, that liability, including any obligation to pay under Article 6:230 or Article 6:271 of the Dutch Civil Code, is at all times limited in its entirety to these provisions:
 - a. The total liability of the temporary employment agency on the grounds of breach of performance of the agreement or on any legal ground, expressly including any failure to perform an obligation agreed on with the client, is limited to compensation for direct damage. Direct damage is understood to mean only damage resulting from damage or destruction of an item (repair costs or replacement costs).
 - b. Under no circumstances is the temporary employment agency liable for any indirect loss incurred by the client, which is deemed to include (but is not limited to) consequential loss, loss of profit, lost savings, loss of goodwill, loss as a result of claims from the client's customers, lost income, lost turnover, lost savings, and loss as a result of business or other interruption. Also excluded is any liability on the part of the temporary employment agency in respect of the destruction or loss of data or documents.
 - c. Under no circumstances is the temporary employment agency liable for any loss that has occurred because the temporary employment agency based its actions on incorrect data/files/resources and information provided by or on behalf of the client.
 - d. The temporary employment agency's liability towards the client, including any payment obligation on the grounds of an obligation to undo and any payment obligation under

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- Article 6:230 of the Dutch Civil Code, is at all times limited to the amount, if any, paid out under the temporary employment agency's liability insurance policy.
- e. If for any reason the liability insurance of the temporary employment agency does not make payment, the supplier's liability, including any payment obligation under Article 6:230 or Article 6:271 of the Dutch Civil Code:
- under a specific agreement is limited to the total amount of the last three invoices paid by the client under such agreement;
 - on any other ground is limited to an amount of € 5,000 per claim;
 - whereby the temporary employment agency's total liability is at all times limited to a maximum amount of €25,000 per year, regardless of the ground for liability and the number of harmful events.
- 15.5. These limitations do not apply in the event of intent or deliberate recklessness on the part of the temporary employment agency's management.
- 15.6. All subordinates, the company/companies with which the temporary employment agency is affiliated in a group (within the meaning of Article 2:24b of the Dutch Civil Code), clients and business relations of the temporary employment agency may invoke the above provisions against the client and, if necessary, against third parties on the same basis as the temporary employment agency.
- 15.7. The provisions of this article and all other limitations and exclusions of liability stipulated in these general terms and conditions also apply for the benefit of all legal entities and natural persons whose services the temporary employment agency makes use of in performing the agreement.
- 15.8. Loss for which the temporary employment agency may be held liable must be reported in writing to the temporary employment agency as soon as possible, but no later than within 14 days after its occurrence, on pain of forfeiture of the right to compensation for such loss. This term does not apply if the client can demonstrate that the loss could not be reported earlier for a valid reason.
- 15.9. A liability claim against the temporary employment agency lapses 12 months after the client became aware or could reasonably have become aware of the harmful event.

Article 16. User company rate

- 16.1. The user company rate owed by the user company to the UBN is charged for the hours worked by the temporary agency worker and/or (if this number is higher) the hours to which the UBN is entitled based on the general terms and conditions, assignments and/or other agreements and/or bonuses owed by the UBN to the temporary agency worker. The user company rate is multiplied by the expense allowances the UBN owes the temporary agency worker. VAT is charged on the user company rate and the expense allowances.
- 16.2. If at any time the number of working hours of the temporary agency worker must be adjusted upwards because of the temporary agency worker's acceptance of the client's mandatory offer (in light of the provisions of Article 7:628a(5) of the Dutch Civil Code), the client rate will at all times be payable by the client (from the time at which the temporary employment agency is required to continue paying the temporary agency worker this number of hours) for this adjusted number of hours.
- 16.3. If at any time the user company's remuneration must be applied or increased, the temporary employment agency will re-determine the temporary agency worker's remuneration and the client's rate on the basis of the information provided by the client with respect to the job classification and the user company's remuneration. The remuneration and the client rate include all the elements of the user company's remuneration that apply in the client's organisation.

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- 16.4. The UBN has the right to adjust the user company rate during the term of the assignment if the costs of the temporary agency work increase:
- as a result of an amendment of the CLA or the wages regulated therein or a change to the CLA and/or employment conditions scheme or wages regulated therein applicable at the user company;
 - as a result of amendments in or prompted by legislation and regulations, including amendments in or prompted by the social and tax legislation and regulations, the CLA or any binding regulation;
 - as a result of a (periodic) wage increase and/or a (one-off) mandatory payment arising from the CLA, the collective labour agreement and/or working conditions scheme in effect at the user company and/or legislation and regulations;
 - as a result of indexation of wages by the CBA (Central Statistics Office); or
 - as a result of a change in the qualification of the employment contract between the temporary employment agency and the temporary worker.
- 16.5. If the user company does not consent to payment of the adjusted user company rate pursuant to paragraph 2 and/or article 9, this implies the user company's request to terminate the placement.
- 16.6. The UBN will notify the user company of any adjustment of the user company rate as soon as possible and confirm this change in writing to the user company.
- 16.7. If the remuneration has been set too low for any reason that can be attributed to the user company, the UBN has the right, even after the fact and with retrospective effect, to determine the remuneration and to adjust and charge the user company rate accordingly with retrospective effect. The UBN may also charge the user company the amount underpaid by the user company as a result and the costs incurred by the UBN as a consequence.

Article 17. Extraordinary minimum payment obligation

- 17.1. Without prejudice to the client's other obligations towards the temporary employment agency, the client must in any event pay the temporary employment agency the client rate calculated over three hours worked if:
- the temporary agency worker presents himself or herself at the agreed time and place to perform the temporary work but the client does not enable him or her to commence the temporary work; or
 - the client enables the temporary agency worker to perform the agency work for less than three hours.
- 17.2. Without prejudice to the client's other obligations towards the temporary employment agency, the client must at all times pay the client rate for the hours for which the temporary agency worker is entitled to wages, in accordance with the provisions of Article 7:628a(3) of the Dutch Civil Code.

Article 18. Invoicing

- 18.1. Invoicing takes place based on the time registration method agreed on with the user company, with due observance of these general terms and conditions, the assignments and/or other agreements.
- 18.2. If no method for time registration has been agreed on, hours will be recorded using billing forms approved in writing by the user company. The user company and UBN may agree that the hours will be recorded using a time registration system, an electronic and/or computerised system or by means of overviews prepared by or for the user company.
- 18.3. The user company will ensure correct and full time registration and is required to supervise or have it supervised that the data contained therein in relation to the temporary agency

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worker is correct and truthfully reported, such as: the temporary agency worker's name, the number of hours worked, overtime, irregular hours and shift hours worked, the other hours for which the user company rate is owed pursuant to these general terms and conditions, the assignments and/or other agreements, any bonuses and any actual costs incurred.

- 18.4. If the user company provides the time records, it must ensure that the UBN has access to these time records immediately after the temporary agency worker has completed a working week. The user company is responsible for the way in which the time records are provided to the UBN.
- 18.5. Before the user company delivers the time records, it must give the temporary agency worker the opportunity to check them. If and insofar as the temporary agency worker disputes the data contained in the time records, the UBN has the right to determine the hours and costs in accordance with the temporary agency worker's report, unless the user company can demonstrate that the data it has recorded is correct. At the private employment agency's request, the user company will allow the UBN to inspect the user company's time records and the user company will provide a copy thereof.
- 18.6. If the time registration takes place by billing forms to be submitted by the temporary agency worker, the user company retains a copy of the billing form. In the event of any discrepancy between the billing form that the temporary agency worker submits to the UBN and the copy kept by the user company, the billing form that the temporary agency worker has submitted to the UBN serves as full evidence for the invoicing, unless the user company produces evidence to the contrary.

Article 19. Payment

- 19.1. Unless otherwise agreed in writing, the client must pay all amounts payable by the client to the temporary employment agency within 14 days of the date of the invoice or partial invoice, in a manner stated by the temporary employment agency and in the currency in which the invoice was drawn up. The value date on the bank statement is decisive and is deemed to be the payment date.
- 19.2. Payments constituting a valid discharge may be made only to the temporary employment agency or to a third party expressly designated in writing by the temporary employment agency. Payments made by the client to temporary agency workers – on any ground – or the payment of advances to temporary agency workers are not binding in relation to the temporary employment agency and can in no event constitute grounds for setoff or repayment.
- 19.3. If the client has any objections to the invoice received, it must notify the temporary employment agency of those objections in writing within ten days after the date of the invoice, failing which the accuracy of the invoice is deemed to have been agreed.
- 19.4. Under no circumstances may the client suspend its obligations towards the temporary employment agency or set off such obligations against any claim of its own against the temporary employment agency. Objections to the amount of an invoice or in respect of services provided therefore in no event entitle the client to suspend payment or set off the amount due.
- 19.5. If the client fails to pay the invoice within the credit period, it is in default by operation of law, without any prior notice of default being required. The contractual interest of 1% per month or part of a month will be payable by the client on the amount then due from the date of default, unless the statutory commercial interest rate is higher, in which case that statutory commercial interest rate will apply. The interest on the amount due will be calculated from the moment the client is in default until the moment of full payment of the amount due.

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- 19.6. All costs, both judicial and extrajudicial, incurred by the temporary employment agency to enforce its rights are payable in full by the client. The fee for extrajudicial costs is fixed at 15% of the principal sum due, including VAT and interest, unless the temporary employment agency has demonstrably incurred more costs, in which case it may also claim that amount from the client, subject to a minimum of €250 per claim. This fee is always payable by the client as soon as it is in default and will be charged without any further evidence being required.
- 19.7. Unless the temporary employment agency states otherwise, the client's payments will always first be deducted from the costs and interest due (in that order) and then from the principal sums and current interest, with older claims taking precedence over new claims, regardless of whether the client designates a different order for the allocation of the payment. The temporary employment agency may refuse payment of the principal sum in full if the accrued and current interest and collection costs are not paid at the same time. If the temporary employment agency considers it desirable and in any event if the client is in default in respect of any payment obligation on any ground, the temporary employment agency may, after entering into an agreement contrary to the agreed payment schedule, demand payment in advance or the provision of security for the client's payment obligations. The client must do so at the temporary employment agency's first request.
- 19.8. If the agreement is entered into with more than one client, all the clients are jointly and severally liable for the payment obligations under the agreement (regardless of the name on the invoice).
- 19.9. If the client fails to comply with Article 15.1 or fails to comply with a request from the temporary employment agency as referred to in Article 11, 12 or 14, the temporary employment agency may:
- dissolve (*ontbinden*) all or part of the agreement with the client without any notice of default being required. In that case, if the temporary employment agency incurs costs or loss in any manner as a result of the client's failure to pay, the client is liable for the loss and costs and must compensate the client for them; or
 - suspend all or part of its obligations towards the client under the agreement.

Article 20. Intellectual and industrial property

- 20.1. At the user company's request, the UBN will have the temporary agency worker sign a written statement to ensure or promote - to the extent necessary and possible - that all intellectual and industrial property rights to the results of the temporary agency worker's work belong or will be transferred to the user company. If the UBN owes the temporary agency worker compensation in connection with this or must incur other costs, the user company owes the UBN the same compensation or the same costs.
- 20.2. The user company is free to directly enter into an agreement with the temporary agency worker or present him with a statement to sign in relation to the intellectual and industrial property rights referred to in paragraph 1 of this article. The user company will notify the UBN of its intention to do this and provide the UBN with a copy of the relevant agreement/statement it has drawn up.
- 20.3. The UBN is not liable to the user company for any fine or penalty incurred by the temporary agency worker or any damage or loss suffered by the user company as a result of the fact that the temporary agency worker invokes any right of intellectual and/or industrial property.

Article 21. Secrecy

- 21.1. The UBN and the user company will not disclose to third parties any confidential information from or about the other party, about its activities or about its business relations which has

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come to its attention pursuant to the assignment, unless and in that case only to the extent disclosure of this information is necessary in order to properly perform the assignment or if required to do so on grounds of a legal requirement.

- 21.2. At the user company's request, the UBN will require the temporary agency worker to observe secrecy concerning everything he becomes aware of in performing the work, unless the temporary agency worker is subject to a legal requirement to disclose the information.
- 21.3. The user company will notify the private employment agency of its intention to do this and provide the UBN with a copy of the relevant statement/agreement it has drawn up
- 21.4. The UBN is not liable for any fine, penalty or any damage on the part of the user company resulting from the temporary agency worker's breach of a duty of secrecy.

Article 22. Special obligations concerning identity and processing of personal data

- 22.1. The user company to which the UBN makes a temporary agency worker available verifies and determines the identity of the temporary agency worker in accordance with the applicable legislation and regulations, including but not limited to the Foreign Nationals (Employment) Act (Wav), Salaries Tax Act and the Compulsory Identification Act. The user company will also comply with its administration and retention obligations in this connection.
- 22.2. The user company declares expressly with respect to foreign nationals that it is familiar with the Wav, comprising among other things that the user company must receive from the foreign national a copy of the document referred to in Section 1 (1) to (3) of the Compulsory Identification Act before such a foreign national commences working. The user company is responsible for carefully checking this document and uses it to ascertain the foreigner's identity and will keep a copy of the document in its records. The UBN is not responsible or liable for any penalty imposed on the user company in the context of the Wav.
- 22.3. The user company declares expressly that it is familiar with the applicable legislation and regulations concerning the processing of personal data. The private employment agency and the user company will enable each other to comply with the abovementioned legislation. In any event, the user company will only use personal data obtained via the UBN for the purpose for which they were obtained, it will not store these for longer than allowed under legislation and regulations and will arrange for adequate security of these personal data.

Article 23. Treatment temporary agency worker

- 23.1. The user company and UBN will not make any prohibited distinction on grounds of religion, personal convictions, political opinion, gender, race, nationality, sexual orientation, civil status, disability, chronic illness, age or any other grounds.
- 23.2. The user company and UBN will exclusively stipulate or take into account requirements that are relevant for the position when awarding or performing the assignment and in the selection and treatment of temporary agency workers.
- 23.3. The user company is familiar with the Whistleblowers Protection Act and guarantees that the temporary agency worker will have access to the whistle-blowers' scheme in the same way as its own employees provided the user company has such a scheme or such a scheme applies to it.
- 23.4. If the user company has a complaints procedure concerning the treatment of employees, it will guarantee that the temporary agency worker will have access to this complaints procedure in the same way as its own employees. This only concerns complaints that do not concern good employment practices on the part of the UBN. All of the above insofar as there are no other statutory obligations.

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Article 24. Participation in decision-making

- 24.1. The user company is required to give the temporary agency worker who is a member of the UBN's works council or of the user company's works council the opportunity to exercise these participation rights in accordance with legislation and regulations.
- 24.2. If the temporary agency worker exercises employee participation in the user company's organisation, the user company also owes the user company rate for the hours during which the temporary agency worker performs or receives employee participation-related activities or training during working hours.
- 24.3. The user company declares it is aware of its duty of disclosure on grounds of the Works Councils Act (hereinafter: WOR - Wet op de Ondernemingsraden) concerning the (expected) use of temporary agency workers in its organisation. If and to the extent that the user company wishes to use information provided or to be provided by the UBN for the purposes of fulfilling this duty of disclosure, this provision of information will not go beyond what is required by the WOR.

Article 25. Requirements relating to the Placement of Personnel by Intermediaries Act

- 25.1. The user company expressly declares that it is aware of Section 8b of the Placement of Personnel by Intermediaries Act and ensures that temporary agency workers have the same access to the company facilities or services in its organisation, in particular canteens, childcare and transport facilities, as the employees who are employed by its organisation in the same or similar positions, unless the different treatment is justified for objective reasons.
- 25.2. The user company expressly declares that it is aware of Section 8c of the Placement of Personnel by Intermediaries Act and ensures that vacancies at its organisation are clearly brought to the attention of the temporary agency worker in good time, so that he has the same chances of a permanent employment contract as the employees of that organisation.
- 25.3. The user company declares expressly that it is familiar with Section 10 of the Placement of Personnel by Intermediaries Act. The UBN is not allowed to place employees with the user company or in that section of the user company's business in which a strike, lock-out or factory occupation exists. The user company will inform the UBN on time and in full concerning the intention, commencement, continuation or ending of organised or unorganised industrial actions on the part of the trade unions, including but not limited to strikes, lock-outs or factory occupation.
- 25.4. When supervising and managing the temporary agency worker, the user company will expressly not issue instructions to the temporary agency worker that would violate Section 10 of the Placement of Personnel by Intermediaries Act. Such as, but not limited to having the temporary agency worker carry out activities that are usually performed by employees who are participating in industrial action at that time.
- 25.5. The user company declares expressly that it is familiar with Section 12a of the Placement of Personnel by Intermediaries Act. Prior to the start of the placement and whenever necessary thereafter, the user company will provide the UBN with written or electronic information concerning the employment conditions on time and in full.

Article 26. Applicable law and choice of forum

- 26.1. Dutch law applies to these general terms and conditions, the assignments and/or other agreements.
- 26.2. All disputes arising from or related to a legal relationship between the parties will in first instance exclusively be heard by the competent court of the district where the UBN has its head office.

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Article 27. Final provision

27.1. If one or more provisions of these general terms and conditions are void or are declared void, the other provisions in the general terms and conditions, assignments and/or other agreements will remain in force. The provisions that are not legally valid or cannot be legally enforced will be replaced with provisions that are as consistent as possible with the purport of the provisions to be replaced.