

General Terms and Conditions

Introduction

The general provisions of part A apply to all legal relationships of and/or with one of the following companies that form part of The Specialist Group (TSG): STAR Group Nederland B.V., STAR International B.V., STAR Technical Services, STAR Resources B.V., FELLOW, ECC Solutions B.V. and Or-Quest B.V.

If an agreement pertains to, or partially pertains to, performance of consultancy services by the contractor, the specific provisions of part B apply together with the general provisions of part A. If an agreement pertains to, or partially pertains to, secondment of employees by the contractor, the specific provisions of part C apply together with the general provisions of part A. If an agreement pertains to, or partially pertains to, the performance of recruitment and selection by the contractor, the specific provisions of part D apply together with the general provisions of part A. In the event of any inconsistency between different provisions, the specific provisions shall prevail over the general provisions.

These general terms and conditions have been filed with the district court of Breda.

Part A | General provisions

Article 1 Definitions

In these terms and conditions, the following words are defined as follows, unless explicitly stated otherwise:

- General terms and conditions: the present terms and conditions of the contractor.
- Employee: the natural person who has an employment agreement with the contractor and performs work based on an assignment, under the management and supervision of the hirer for the benefit of the hirer.
- Aspiring employee: a natural person recruited and selected by the contractor who is proposed by the contractor to the client in the context of one or more jobs and/or vacancies within the client's organization, regardless of whether or however the client is already directly or indirectly familiar with the aspiring employee.
- Consultancy assignment: the assignment offered by the client to the contractor for the performance of consultancy services based on an assignment agreement, for which the management and supervision is allocated to the contractor.
- Services: the services to be performed by the contractor based on the agreement, which may consist of consultancy services and/or secondment of employees and/or recruitment and selection of candidates depending on the contents of the agreement.
- Hirer: the client in its role as hirer who offers the agency an assignment for an employee to perform work under the management and supervision of the hirer.
- Candidate: the natural or legal person who is introduced by the contractor to the client based on a recruitment and selection assignment.
- Quote: any verbal or written offer by the contractor to the client.

- Client: the legal person who offers the contractor an assignment to provide services and concludes an agreement with the contractor to this end.
- Contractor: one of the companies stated in the introduction who, in its role as service provider, accepts an assignment agreement from the client for the performance of services.
- Assignment: the assignment offered by the client to the contractor to second an employee to the client in its role as hirer, by the contractor in its role as agency, on the basis of an agreement.
- Agreement: the agreement established between the client and the contractor for the performance of services, as well as any changes or supplements thereto, as well as all actions (including legal actions) in preparation and for execution of that agreement by the contractor.
- Specialist: i) the natural person who has concluded an employment agreement with the contractor and who performs consultancy services under the management and supervision of the contractor, for the benefit of the client; or ii) the natural person who has an employment agreement with a sub-contractor and who performs consultancy services via the contractor, under the management and supervision of the sub-contractor, for the benefit of the client.
- Sub-contractor: the self-employed person (ZZP) or legal person who has an agreement for services with the contractor and performs services via the contractor, under his own management and supervision, for the benefit of the client.
- Written/in writing: laid down in writing or made available in digital form, by email or in some other electronic way.
- Secondment: assigning an employee to work for the hirer in the context of an assignment, under the hirer's management and supervision.
- Agency: the contractor, being one of the companies stated in the introduction, which, in its role as secondment agency, secondments employees to the hirer.
- Recruitment and selection contract: an assignment offered by the client to the contractor for execution of recruitment and selection services based on an agreement. These services are dedicated to establishing a direct employment relationship between the client and the candidate.

Singular words have the same meaning if used in the plural and vice versa, if the context in which they are used so requires.

Article 2 Applicability

1. These general terms and conditions apply to all contracts and agreements between the contractor and the client, as well as to all legal actions directed at establishing those contracts and agreements, including offers, proposals, quotes and estimates.
2. Any deviations from these general terms and conditions are only valid if they have explicitly been agreed upon in writing by the client and the contractor.
3. These general terms and conditions likewise apply to all agreements between the client and the contractor for the execution of which the client has engaged third parties.

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4. If these general terms and conditions have once been applied to a legal relationship between the client and the contractor, the client is deemed to have agreed in advance with the applicability of these general terms and conditions to agreements subsequently concluded and to be concluded, including modifications of and supplements to these general terms and conditions.
5. The applicability of terms and conditions (including terms and conditions of purchase) of the client or aspiring client are explicitly ruled out, unless explicitly agreed and/or in writing otherwise at a particular time.
6. If the contractor deviates from these general terms and conditions in respect of one or more agreements, it does not mean that this deviation likewise applies to previous or subsequent agreements between the contractor and the client.
- d. Enters into negotiations with the specialist, sub-contractor, employee or aspiring employee.

If the client places an assignment with the contractor without a prior quote, or if the quote has not yet been signed by the client and the contractor, an agreement will be regarded as having been established when the assignment is confirmed by the contractor or when the contractor starts the execution of the contracted work, including but not limited to when the contractor enters into discussion with the said specialist, sub-contractor, employee or aspiring employee. The contractor is entitled at all times to replace a (proposed) specialist, sub-contractor, employee or aspiring employee and/or to revoke the quote without incurring any obligation for damages vis-à-vis the client.

10. The quote is made subject to the condition precedent of withholding approval by the management of the contractor if there is any question of compelling commercial interests.

Article 3 The offer and establishing the agreement

1. A quote issued by the contractor is completely obligation free at all times. The contractor has the right to revoke an obligation-free quote within 4 (four) business days of issue or acceptance, even if this quote contains an acceptance period.
2. The contractor cannot be held to the quote if the client had reasonably been able to understand that the quote, or a part thereof, contained an obvious or clerical error.
3. The quote is valid for 30 (thirty) days from the date sent, unless stated otherwise in writing.
4. During the period prior to the acceptance of the quote by the client, the contractor is not obliged to keep the specialist, sub-contractor, employee or candidate available. If the specialist, sub-contractor, employee or candidate is no longer available, the contractor is in no way liable vis-à-vis the client or aspiring client, and the contractor shall only have a best efforts obligation to supply a replacement quote within reasonable limits and time.
5. The quote will always state the specific conditions under which the contractor can accept an agreement. The price of the services will ultimately be determined based on the actual hours worked, the amount of the purchase price (where applicable), the current CLA (where applicable), the hirer's bonus (where applicable) and the level of responsibility of the job function contracted.
6. Prices in the quote exclude VAT and other government surcharges, as well as any potential costs in the context of the agreement, unless stated otherwise in writing.
7. The draft estimate may only be accepted in its entirety and, in the case of partial acceptance, does not oblige the contractor to enter into an agreement for the accepted part of the estimate for a proportionate part of the estimated price.
8. Existing quotes do not automatically apply to future contracts.
9. An agreement is established when the client:
 - a. Places a job order or job search with the contractor; or
 - b. Accepts the contractor's quote within the period of validity; or
 - c. Signs a written agreement with the contractor; or

Article 4 Fee and changes

1. When establishing the agreement, the client and contractor may agree on a fixed fee.
2. If no fixed fee is agreed, the fee will be determined based on the actual hours worked. The fee will be calculated based on the agreed and/or applicable hourly rate multiplied by the number of hours actually worked. The hourly rate will be laid down in the agreement and applies exclusively to the specialist, sub-contractor, employee or aspiring employee named in the agreement. If no hourly rate has been agreed, the contractor's usual hourly rate will apply to the period in which the services are performed.
3. The contractor reserves the right to change the fee or the hourly rate at an interim time, regardless of whether a fixed fee or fixed hourly rate had been agreed with the client. The contractor is entitled to charge through price changes equivalent to the contractor's cost development, if the contractor can show that changes in the contractor's cost price have occurred during the term of the agreement in respect of, for example, wage rises or changes to laws or pursuant to laws, government decrees or government decisions of a coercive nature. Moreover, the contractor is entitled to raise the agreed fee or hourly rate if there is any question of one or more of the following situations: insofar as justified by (the application of) any provision contained in the assignment and/or agreement and the accompanying conditions; insofar as a rise in the costs in the broadest sense is attached to the work performed by the specialist, sub-contractor, employee or aspiring employee; insofar as justified by changes that apply to the existing CLA for temporary employees; insofar as other circumstances arise as a result of which it would not be reasonable vis-à-vis the contractor to allow the agreement to continue with the application of the agreed fee or hourly rate.
4. The contractor reserves the right to change the arranged fee or the hourly rate at an interim time, if it turns out during execution of the services that the original agreed and/or expected amount of work was estimated insufficiently to such a degree

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when concluding the agreement – and this is not attributable to the contractor – that it cannot reasonably be expected of the contractor to perform the agreed services for the agreed fee or hourly rate. This shall always be the case if the actual amount of work relative to the services exceeds the agreed and/or the expected amount of work by a factor of ten percent or more.

5. The contractor shall notify the client of the proposed increase to the fee or hourly rate in writing. When doing so, the contractor shall state the amount of the increase and the date on which the increase will enter into effect. If the client should not wish to accept the fee or hourly rate increase as communicated by the contractor, the contractor is entitled to terminate the agreement within 7 (seven) business days of receipt of the said notification, as from the date given in the notification on which the price or rate adjustment would enter into effect, without the client being owed any compensation for damages. In such a case, the contractor shall be owed the agreed fee or hourly rate up until the time the agreement is terminated.

Article 5 Timesheet

1. For each agreement with a term of more than one month, the agreed rate and the costs owing will be charged for that period. A four-week cycle will be maintained for invoicing, without prejudice to the contractor's right to invoice as soon as the services have been completed.
2. The contractor's invoices shall be drawn up based on the timesheets which are (digitally) signed and approved by the client, also referred to as (hourly and expense) declarations. These declarations are regarded as binding as soon as they have been approved by the client. The contractor is obliged to ensure that the information contained on the timesheet regarding the specialist, sub-contractor or employee is correct and truthfully stated.
3. The client cannot invoke lack of signing authorization for (digital) timesheets compiled in the normal course of work, unless the client has excluded certain people from signing authorization in writing.
4. If the client refuses to sign and approve the (digital) timesheet issued by the contractor and/or has not provided the contractor with its own – as it believes – correctly completed timesheet within 14 (fourteen) days of the services having been performed, the contractor is entitled to make a binding determination of the number of hours worked by the specialist, sub-contractor or employee, in accordance with the assignment of the specialist, sub-contractor or employee, or in the absence of such an assignment, a reasonable determination, taking into account the agreed scope of the work or the number of hours worked which can be reasonably estimated.

Article 6 Payment and security

1. Unless agreed otherwise in writing, payment of invoices must be effected within 30 (thirty) days of the invoice date in the manner indicated by the contractor and in the currency stated on the invoice. The currency exchange date on the bank

statement determines the payment date and shall be regarded as such.

2. The client must notify the contractor in writing within 10 (ten) days regarding complaints pertaining to invoices issued by the contractor, in the absence of which the client may no longer claim any putative inaccuracy. The burden of proof for complaints submitted by the deadline rests with the client. Complaints dealing with the contents of invoices do not suspend the client's payment obligations. The client shall furthermore not be entitled to any offset or postponement of payments based on a putative attributable fault or alleged unlawful act committed by the contractor.
3. If the client remains in default of payment of any amount owed within the payment period, the client shall be in default automatically, without the contractor being obliged to send any notification of default. The client shall then owe interest of 1.5% per month on the due and payable amount, notwithstanding the contractor's right to compensation for damages or further compensation for damages. The interest on the due and payable amount will be calculated from the time that the client is in default until the time the full amount has been paid.
4. In case of liquidation, bankruptcy, full or partial suspension of payments, or attachment levied against the client as the result of which its liquidation and/or solvency position is compromised, the contractor's claims vis-à-vis the client are due and payable with immediate effect.
5. The contractor is entitled to use payments made by the client firstly to settle the costs, secondly for the interest past due and finally for the principal and current interest, always starting with the oldest outstanding amount. The contractor may also refuse complete payment of the principal, if the past due and current interest multiplied by the costs cannot be paid at the same time.
6. The client shall be prohibited from offsetting the contractor's invoice amounts with the client's counterclaim vis-à-vis the contractor.
7. All costs, both legal and extra-legal, that the contractor is obliged to incur in effectuating its rights shall be borne in their entirety by the client. The fee for extra-legal costs is fixed at 15% of the principal owing, including VAT and interest, unless the contractor has demonstrably incurred additional costs, in which case the contractor is allowed to claim those additional costs from the client, with a minimum of €250 (two hundred and fifty euros) per claim. This fee shall always be owed by the client as soon as the client is in default and charged without the requirement of any further proof. In addition, all legal costs, including costs associated with an application for liquidation or bankruptcy, shall entirely be borne by the client.
8. The contractor shall be entitled when entering into the agreement to request that security be provided. Furthermore, the contractor shall be entitled to request that security or additional security be provided while the agreement is being executed, if the contractor receives indications concerning the lowering of the client's credit worthiness to the extent that the contractor might reasonably doubt the client's ability to fully comply with its obligations. This shall always obtain if the client, despite being in default, does not meet any of its due obligations. The provision of security shall be effected in a manner desired by the contractor. If the client, despite being in default,

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does not provide the contractor with the security desired, all the client's obligations vis-à-vis the contractor shall be immediately due and claimable, while in this situation the contractor is also entitled to dissolve the agreement in writing and/or to postpone execution of the agreement at the contractor's own discretion, without being obligated for any damages vis-à-vis the client.

Article 7 Deduction of social insurance premiums and taxes

1. The contractor is responsible vis-à-vis the client for compliance with social insurance and tax legislation in respect of the specialist or employee who is or was involved in the performance of work in the Netherlands.
2. The contractor indemnifies the client for all liabilities of third parties in connection with the contractor's non-performance of the provisions of paragraph 1 of this article, which includes but is not limited to claims and/or surcharges for social insurance and/or taxes in respect of the specialist or employee.
3. The contractor shall, at the client's request, provide written proof of compliance with social insurance and tax legislation in respect of the specialist or employee.

Article 8 Complaints

1. Complaints regarding services performed must be communicated by the client to the contractor in writing within 8 (eight) days of discovery, but no later than within 14 (fourteen) days of completion of the said services. The complaint must contain a description of the alleged shortcoming that is as detailed as possible so that the contractor will be capable of responding properly, on penalty of lapse of the client's due rights.
2. If a client's claim is correct, the contractor remains entitled to perform the agreed services, unless this has become objectively pointless for the client. If the contractor as yet complies by performing the work within a reasonable period of time, the agreement shall be regarded as correctly fulfilled such that there is no issue of shortcoming which might entitle the client to compensation for damages and/or any other right. If this subsequent performance of the agreement is no longer possible or meaningful, and the client has expressed a justifiable complaint, the contractor shall only be liable within the boundaries of these general terms and conditions.

Article 9 Termination

1. The agreement may be terminated at all times in writing, except in those cases where these general terms and conditions preclude such action or those cases where the contrary has been agreed between the client and the contractor.
2. If the agreement is terminated by the client before the expiry date, the contractor shall be entitled to compensation for current and anticipated capacity utilization losses, as well as for lost profit, anticipated and current costs, unless facts and circumstances associated with the termination are

attributable to the contractor. Furthermore, the client shall nonetheless be obliged to pay outstanding invoices for services already provided by the contractor, while the contractor concomitantly has the right to as yet charge for the performance of work that has not yet been charged through.

3. If the agreement is terminated before the expiry date by the contractor, unless termination can be attributed to the client, the contractor shall ensure a reasonable transfer of the services still to be performed, in consultation with the client. The costs of this transfer will be paid by the client, unless the facts and circumstances associated with the termination are attributable to the contractor.

Article 10 Suspension and dissolution

1. The contractor is authorized to suspend fulfilment of its obligations if:
 - a. The client does not comply with its obligations of the agreement, or does not comply with them fully; or
 - b. The client was requested at the time the agreement was concluded or thereafter to provide security in fulfilment of its obligations under the agreement and this security – despite notification of default – has not been provided or is insufficient. As soon as the security has been provided, the power of suspension shall lapse.
2. Furthermore, the contractor is authorised to dissolve the agreement in writing if:
 - a. The client does not comply with its obligations under the agreement, or does not comply with them fully; or
 - b. Circumstances arise of such a nature that make it impossible to comply with the agreement or it can no longer be expected according to standards of reasonableness and fairness; or
 - c. Circumstances arise of such a nature that maintaining the agreement unchanged can no longer reasonably be expected.
3. The contractor's claims against the client are immediately due and payable if the agreement is dissolved or terminates in some other way. If the contractor suspends compliance with its obligations or terminates or dissolves the agreement, the contractor maintains its entitlements under law or the agreement.
4. The contractor shall always maintain the right to claim compensation for damages.

Article 11 Force majeure

1. Force majeure (non-attributable shortcoming) is, in addition to that which is referred to in law and/or case law, also understood to mean all external causes, whether or not foreseeable, over which the contractor is unable to exert any influence, and by which the contractor is not reasonably capable of fulfilling its obligations. This includes epidemics, pandemics and government measures taken as a consequence thereof; strike actions in the contractor's company; as well as shortcomings of third parties engaged by the contractor, including sub-contractors and transportation companies. If the contractor is no longer capable of continuing

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the services due to the withdrawal of the specialist, sub-contractor or employee – for any reason whatsoever – the contractor shall endeavour to find another suitable specialist, sub-contractor or employee and to have this individual continue the work.

2. If delivery or execution of the agreement is unable to take place – in whole or in part – as a consequence of force majeure, this does not bestow any right to dissolution of the agreement, reduction of the agreed fee or hourly rate and/or compensation for damages. If the force majeure situation continues for more than 3 (three) months, arrangements will be made about further execution of the agreement and the corresponding applicable fee or hourly rate, and both the client and the contractor have the right to terminate the agreement in writing – in whole or in part – without being charged or owing compensation for damages. All of the above notwithstanding the contractor's right to compensation for the services it has already performed.

Article 12 Liability

1. The client shall monitor the results of the work performed at least every week and, in consultation with the contractor, limit any damages arising as much as possible. The associated costs shall be borne by the client.
2. The contractor shall be liable solely in the case of an attributable shortcoming in compliance, which shall be the case if errors are made or if the contractor has been negligent in a way that does not fall within customary professional knowledge governing acceptance of a project as described in the agreement. If the contractor were to be liable, then its liability shall always be limited to the provisions of this article. An attributable shortcoming is solely the case if the contractor does not comply with its obligations, or does not comply with them by the deadline, even after it has received a notice of default by registered mail.
3. The contractor's liability for damages is limited to any direct damage and maximized at all times at half of the amount already invoiced, as stipulated in the agreement concluded, for that portion of the agreement to which the liability applies. For an agreement with a term longer than 6 (six) months, liability is further limited to half of the fee which the client owes for the last six months. Liability of the contractor for direct damages is at all times limited to a maximum of €50,000 (fifty-thousand euros).
4. Direct damages exclusively refer to:
 - a. The reasonable costs for determining the cause and scale of the damages, insofar as the determination pertains to damages within the meaning of these general terms and conditions.;
 - b. Any reasonable costs incurred in order to hold the contractor responsible for faulty performance of the agreement, unless the faulty performance is not attributable to the contractor. These costs are only eligible for compensation after the client has first given the contractor a reasonable period to repair the faulty performance;
 - c. Reasonable and actual costs incurred in order to prevent or limit the damages, if and insofar

as the client can prove that these costs have actually led to limiting the damage directly, as intended by this article.

5. The contractor shall never be liable for:
 - a. Indirect damage, including but not limited to consequential damages, lost profit, lost savings and damages as a result of business interruptions;
 - b. Damage to assets that were made available by the client to the specialist, sub-contractor or employee in the context of performance of work;
 - c. Damage arising by the specialist, sub-contractor or employee acting or neglecting to act, insofar as the said person was performing work at the direction of the client, nor for the presence of concealed faults in the assets or the work;
 - d. Any type of damage if and insofar as the contractor was performing work under the management and supervision of the client;
 - e. Damage, of any nature whatsoever, because the contractor relied on information provided by the client that was incorrect and/or incomplete, unless this incorrectness or incompleteness should have been known to the contractor without further examination;
 - f. Damage arising due to performance of the services in accordance with instructions given by the client and/or assets it has made available.
6. The client is liable for all direct and indirect damages and costs caused by its non-compliance with the obligations resting with said client under the agreement or the law. The client indemnifies the contractor for third-party claims in this regard.
7. If the contractor or third parties engaged by the contractor perform work in the context of the agreement at the client's premises or at a location designated by the client, the client shall ensure the contractor or third parties concerned are reasonably provided with the desired facilities, without further charge. The client shall observe in full all the provisions of Article 658 of Book 7 of the Dutch Civil Code (DCC) dealing with protection against hazards associated with the specialist, sub-contractor or employee. The client shall be fully liable vis-à-vis the specialist, sub-contractor or employee in that context and indemnifies the contractor explicitly for all damages and costs that the contractor suffers in connection with any claim made by the specialist, sub-contractor or employee concerned under those provisions.
8. The precondition for the right to any compensation for damages is that the client has protested to the contractor about the issue in writing and supported with reasons within 1 (one) month after discovering the shortcoming, or after it should reasonably have discovered it, on penalty of lapse of rights.

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Article 13 Confidentiality and GDPR

1. The client and the contractor are both obliged to keep all information that they receive confidential or have received from each other or another source in the context of the agreement.
2. In the framework of the General Data Protection Regulation (GDPR), the client and the contractor shall take due care with the data and information received from the specialist, sub-contractor or employee and never pass this information on to third parties, unless one of the two is obliged to provide confidential information to a third party designated by the law or a court of law, on the grounds of a legal provision or judicial ruling.
3. If the contractor is obliged to provide a third party designated by the law or a court of law with confidential information on the grounds of a legal provision or judicial ruling, and the contractor cannot invoke the right of refusal, the contractor is not obliged to pay compensation for damages and the client is not entitled to proceed to dissolve or terminate the agreement.
4. The contractor shall explain the confidentiality obligation to the specialist, sub-contractor or employee. If the client should desire a more specific confidentiality obligation, the contractor shall comply in a reasonable request upon being asked by the client. The client is free to obligate the specialist, sub-contractor or employee directly regarding confidentiality. The client should inform the contractor about its intention of doing so and provides the contractor with a copy of the draft declaration or agreement.
5. The contractor shall not be liable for any fine, penalty payment or potential damage to the client as the result of violation of the confidentiality obligation by the specialist, sub-contractor or employee.
6. The client and the contractor shall ensure that fitting technical and organisational security measures are taken in order to protect against loss, destruction or against any type of unlawful processing of personal data provided or received in connection with execution of the agreement. In the case of loss or suspected loss of personal data or expected damages, the Data Leaks (Reporting Obligation) Act shall be observed.
7. The client will receive the personal data of the aspiring employee, employee and/or specialist from the contractor. If the client decides not to pursue the quote offered, the client shall destroy the personal data received within 1 (one) week.
8. If the client is obliged under law at the start of a consultancy assignment or assignment to verify the identity of the specialist, sub-contractor or employee, the client shall do this based on an original identity document which states the nationality of the employee. This identity document must be carefully checked for veracity and validity.
9. The client shall handle the personal data of the specialist, sub-contractor or employee as communicated within the framework of the agreement as confidential.
10. The client explicitly declares familiarity with the valid laws and regulations governing the processing of personal data. The client shall only use the personal data acquired from the contractor for the purpose for which it has been acquired, not

retain them longer than as permitted by laws and regulations and ensure the proper security of such personal data. The client shall, moreover, only process such personal data in accordance with the provisions of the applicable privacy laws and regulations.

11. The contractor is not liable for fines or claims incurred by the client because it has not complied with its obligations as stated in this article.
12. The client indemnifies the contractor for fines incurred due to non-compliance with the obligations stated in this article.

Article 14 Acquisition of employee

1. For the provisions of this article, entering into an employment relationship with an aspiring employee, employee, specialist and/or sub-contractor is understood to mean:
 - a. entering into an employment agreement, a work contract and/or an assignment agreement by the client with an aspiring employee, employee, specialist and/or sub-contractor;
 - b. making the relevant aspiring employee, employee, specialist and/or sub-contractor available by a third party;
 - c. entering into an employment relationship by the aspiring employee, employee, specialist and/or sub-contractor with a third party, whereby the client and that third party are associated in a group (as referred to in Article 24(b) of Book 2 of the DCC), or one is a subsidiary of the other (as referred to in Article 24(a) of Book 2 of the DCC).
2. For the provisions of this article, aspiring employee, employee, specialist and/or sub-contractor are likewise understood to mean:
 - a. The aspiring employee, employee, specialist and/or sub-contractor who is registered with the contractor;
 - b. The aspiring employee, employee, specialist and/or sub-contractor who has been proposed by the contractor to the client and/or introduced to the client;
 - c. The employee or specialist whose period of availability ended less than 12 (twelve) months before entering into the employment relationship with the client or the sub-contractor whose work ended less than 12 (twelve) months before entering into the employment relationship with the client.
3. The client is exclusively entitled to enter into an employment relationship with an aspiring employee, employee, specialist and/or sub-contractor, if the provisions of this article are complied with.
4. The client shall inform the contractor as quickly as possible in writing of its intention to enter into an (employment) relationship with the aspiring employee, employee, specialist and/or sub-contractor prior to executing that intention. The agreement shall be terminated by the client with due observation of these general terms and conditions.
5. If the contractor proposes an aspiring employee, employee, specialist and/or sub-contractor to the potential client and this client enters into an employment relationship with the said aspiring employee, employee, specialist and/or sub-

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contractor within 12 (twelve) months of the aspiring employee, employee, specialist and/or sub-contractor being proposed for the same or a different job position, the aspiring employee, employee, specialist and/or sub-contractor will be designated as a candidate and the client shall be bound by the provisions stated in part D of these general terms and conditions. Whether the client already knew the aspiring employee, employee, specialist and/or sub-contractor directly or indirectly – in any form whatsoever – will not be relevant to the obligation to pay compensation as referred to in this article.

6. The contractor's service provision is dedicated to supporting clients by making specialists, sub-contractors or employee available and/or for consultancy on an interim basis. For such service, the contractor and the client do not intend employment of the specialist, sub-contractor or employee by the client, either directly or indirectly.
7. If the client offers the specialist, sub-contractor or employee an employment relationship within 12 (twelve) months of the end of the work, and enters into an employment relationship with the specialist, sub-contractor or employee, the client shall owe an immediately due, and not eligible for setoff fee to the contractor equivalent to 25% of the most recent applicable rate or client's rate for 3,400 (thirty-four hundred) hours, minus the hours already worked by the specialist, sub-contractor or employee based on the agreement. The client is not permitted to enter into an employment relationship with the specialist, sub-contractor or employee after a minimum deployment of 2 (two) years and minimum 3,400 (thirty-four hundred) worked invoiceable hours without owing the contractor a fee.
8. If it is agreed in advance when placing the request that the purpose of the assignment or consultancy assignment is ultimately to realize employment with the client, this is possible after a minimum deployment of 1 (one) year and minimum 1,700 (seventeen hundred) worked billable hours, without the client owing the contractor a fee.
9. Based on this paragraph, if the client offers the specialist, sub-contractor or employee an employment relationship during the term of the agreement or within 12 (twelve) months of the work ending, and enters into an employment relationship with the specialist, sub-contractor or employee, the client shall owe an immediately due, payable and not eligible for setoff fee to the contractor equivalent to 25% of the most recent applicable rate or client's rate for 1,700 (seventeen hundred) hours, minus the hours already worked by the specialist, sub-contractor or employee based on agreement.

Article 15 Intellectual property and copyright

1. Regardless of the provisions in these general terms and conditions, the contractor shall be the rightful owner of intellectual property that is created in the framework of the agreement, including those protected by copyright.
2. All documents provided by the contractor, such as agreements, reports, recommendations, designs, sketches, drawings, software and the like are exclusively intended to be used by the client and may not be reproduced, published, processed or

brought to the attention of third parties, unless otherwise ensuing from the nature of the documents provided.

3. The contractor reserves the right to use knowledge added or developed by means of executing the agreement for other purposes, insofar as no confidential information is brought to the attention of third parties in the process.

Article 16 Preventing discrimination

1. The client shall exclusively set and consider relevant requirements for the job function/assignment when entering into and executing the agreement or other agreements. The client shall make no unlawful distinction based on religion, beliefs, political affiliation, sex, race, nationality, sexual orientation, marital status, disability, chronic disease, age or on any other basis whatsoever.
2. The contractor shall also follow these principles for the specialist, sub-contractor, employee and/or aspiring employee proposed by the contractor.

Article 17 Conversion and modification

1. If any provision of these general terms and conditions is void or voidable, the other provisions shall remain in full force. The client and the contractor shall replace the void provision with a provision which, as far as possible, is of equivalent effect.
2. The contractor is entitled to modify these general terms and conditions from time to time, for which a reasonable notification term in respect of the client must be duly observed. In the absence of any protest from the client within 14 (fourteen) days of notification, the modified general terms and conditions will apply from the date of notification to all new agreements, as well as to all those agreements still current, insofar as these are being executed after the date of notification.
3. These general terms and conditions replace any previous general terms and conditions – whether or not registered – used by the contractor or its legal predecessors.

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Article 18 Applicable law

1. Dutch law exclusively applies to the agreement and the establishment of the agreement.
2. If disputes arise between the client and the contractor ensuing from agreements concluded or to be concluded or other agreements for the execution thereof, both parties express the explicit intention that these disputes shall be resolved in joint consultation, without mediation of the courts.
3. Should, despite this explicit intention, it be impossible to resolve such a dispute, then disputes between the client and the contractor on account of an agreement or the establishment of an agreement shall be exclusively brought before the authorized court of Zeeland-West-Brabant, Breda location, or at the discretion of the contractor, before the authorized court in the location where the client has registered its business.

Part B | Consultancy assignments

Article 19 Establishing the agreement

1. If the client's acceptance deviates from the quote, no agreement will be established, unless the contractor issues an order confirmation or revised order confirmation within 5 (five) business days of receipt, in which case the agreement based on this order confirmation or revised order confirmation will be established. If the client communicates in writing that the client does not accept this order confirmation within 5 (five) business days of the date sent, no agreement will be established.
2. If the client encounters anything unclear in the agreement, the client is obliged to indicate this to the contractor and to request clarification immediately, before the contractor starts execution of the agreement.
3. Everything agreed between the client and the contractor verbally before the date the agreement is established shall be nullified by concluding this agreement.

Article 20 Execution of the agreement

1. When established, the agreement entails an obligation to produce results for the contractor, unless the contractor agrees with the client explicitly and in writing that its obligation ought to be considered as a best efforts obligation. The contractor shall execute the agreement under its own management and supervision, to the best of its understanding and ability, and in accordance with the duty of care of a good contractor and the requirements of professionalism, whereby the state of knowledge and expertise at the time the agreement is concluded shall be observed.
2. If the contractor makes use of a sub-contractor or third party, the contractor shall make this known in advance in writing when issuing the quote or during the consultancy assignment. The parties shall, in aforesaid case, agree that management and supervision of the consultancy assignment is allocated to the sub-contractor or third party.
3. During the performance of the services, with responsibility, management, and supervision allocated to the contractor or sub-contractor, the

client will be able to give instructions to the specialist or sub-contractor about the further determination of the final result of the consultancy assignment, provided that these are justified and provided in a timely manner. The instructions cannot imply that work should be performed for others than the client or at a location other than the location other than the location of the client, unless the contractor gives explicit written permission.

4. The client shall ensure that all information, which the contractor has indicated is necessary, or which the client reasonably deemed necessary for the correct execution of the agreement, is presented to the contractor in a timely manner. If the information needed for execution of the agreement has not been presented to the contractor in a timely manner, the contractor is entitled to postpone execution of the agreement and/or to charge the client for the costs arising from the delay according to the usual rates. Any delay in execution of the agreement arising from this can never be a shortcoming of the contractor.
5. If the agreement will be executed in phases, the contractor may postpone execution of the parts of the agreement that belong to a subsequent phase until the client has approved the results of the previous phase or phases in writing.
6. The agreed hourly rate is based on a normal working week of 40 (forty) hours and assuming that the work will be performed in the Netherlands. For overtime, work on Sunday and public holidays, and work outside the Netherlands, a special hourly rate and – where applicable – corresponding expense allowance shall be agreed. The client will in any case be obliged to reimburse expenses incurred by the specialist in the context of execution of the consultancy assignment, if such costs are not included in the hourly rate.
7. When work needs to be performed outside the Netherlands for proper execution of the assignment, the client must inform the contractor explicitly and in writing, and prior to proceeding the client must receive the contractor's written consent. If consent has been given, the client must in any case inform the contractor of the country, city, nature of the work and estimated duration of the stay outside the country. Based on this information, and as a consequence thereof, the contractor is entitled to increase the agreed fee or hourly rate.
8. The client indemnifies the contractor for any claims of third-parties who suffer damages from the execution of the agreement, if such liabilities can be attributed to the client.

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Article 21 Modifications to the agreement

1. If it emerges during execution of the agreement that for a proper execution it is necessary to change or supplement the work performed, the consultancy assignment shall be modified accordingly in a timely manner and in reasonable mutual consultation. Supplements or changes to the agreement will only be binding if they are laid down in writing in the form of an appendix to the agreement. The date that the supplements or changes enter into effect will be stated in said appendix.
2. If it has been agreed that the agreement will be changed or supplemented, the deadline for completion of the consultancy assignment may be affected. The contractor shall inform the client as soon as possible.
3. If there are changes to laws and as a result of which the agreement must be changed or supplemented, any and all potential (negative) consequences shall be borne by and are at the risk of the client, unless an additional written agreement states otherwise. The client and the contractor are obliged to establish the necessary changes or supplements to the agreement as soon as possible in reasonable consultation.
4. If a change or supplement to the agreement has financial and/or qualitative consequences, the contractor shall inform the client in advance. If a fixed fee has been agreed, the contractor shall inform the client of the change or supplement to the agreement in writing.
5. The contractor shall not charge if the change or supplement is the result of circumstances that are solely attributable to the contractor.

Article 22 Duration of contract and term of execution

1. The agreement shall be entered into for an indefinite term, unless the nature of the agreement dictates otherwise or otherwise is explicitly agreed upon in writing.
2. Unless otherwise is explicitly agreed upon in writing the terms agreed for execution of specific work are never final deadlines. In the case that the execution term is exceeded, the client must issue the contractor a written notice of default, in order to effectuate that the contractor is in default, whereby the contractor shall be offered a specific reasonable term in mutual consultation with the contractor within which the contractor can as yet fulfil the agreement.

Part C | Secondment

Article 23 Assignment and secondment

1. The specific conditions under which the employee is seconded to the hirer shall be included in the agreement.
2. The assignment will be entered into for a specific or indefinite term.
3. The assignment for specific term is an assignment entered into:
 - a. For a fixed period;

- b. For a determinable period;
- c. For a determinable period that does not exceed a fixed period.

The assignment for a specific term ends automatically when the agreed time has elapsed or an objectively determinable event, which has been set in advance, has occurred.

4. The assignment for an indefinite term ends by written notice of termination, with due observance of a notification period of 2 (two) months.
5. Interim notice of termination of the assignment for a specific term is not possible, unless explicitly agreed otherwise. If an interim notice of termination has been agreed, notice must be given in writing with due observation of a notification period of 1 (one) month.
6. Every assignment shall end immediately on account of a notice of termination at the time that the hirer or agency terminates the assignment because:
 - a. The other party is in default;
 - b. The other party has been liquidated;
 - c. The other party has been declared in a state of liquidation/bankruptcy or has applied for a suspension of payments.

If the agency terminates the agreement based on one of the reasons mentioned above, the applicable action or behavior of the hirer is regarded as a request to terminate the agreement. If the agency terminates due to one of the grounds given above, the conduct of the hirer, on which the termination is based, contains an intimation of the hirer's request to terminate the availability. This shall not lead to any liability on the part of the agency for damages that the hirer may suffer as a consequence. As a result of the termination, all of the agency's claims become immediately due and payable.

Article 24 End of secondment

1. The end of the assignment entails the end of the secondment. Termination of the assignment by the hirer entails the request by the hirer to the agency to terminate the current secondment as of the date on which the assignment would automatically end or on which the assignment would automatically be dissolved.
2. If the hirer terminates the agreement in conformance with this article, the hirer is obliged to pay for the full number of hours during the notice period that the employee would have worked as if that employee had continued to work under the usual conditions.
3. If an agency clause applies to the employee and the agency, the secondment of the employee shall end at the request of the hirer at the time that the employee gives notice that he or she is not capable of performing the work due to work incapacity/inability, Where necessary, the hirer is deemed to have made this request. The hirer shall confirm this request in writing to the agency, if required.
4. The secondment ends automatically if and as soon as the agency can no longer second the employee because the employment agreement between the agency and the employee is terminated and this employment agreement will not be continued consecutively for the benefit of the same hirer. This shall not constitute an attributable failure on the

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part of the agency vis-à-vis the hirer and is likewise not liable for any potential damages that the hirer might suffer as a result.

Article 25 Replacement, availability and re-integration

1. The agency is entitled at all times to issue a proposal to the hirer for the replacement of a proposed seconded employee by another employee for continuation of the assignment, with a view to – among other things – the agency's company policy or personnel policy, maintaining employment opportunities or compliance with currently applicable laws and regulations, in particular the CLA and the dismissal guidelines for the temporary employment sector. The hirer shall only reject such a proposal on reasonable grounds. The hirer shall, if required, provide a written explanation for such rejection.
2. This shall not constitute an attributable failure on the part of the agency vis-à-vis the hirer, and the agency shall likewise not be liable to pay the hirer any compensation for damages or costs, if the agency – for any reason whatsoever – is not able to second a(n) (replacement) employee to the hirer, or not in the way and to the extent given in the assignment or agreed afterwards.
3. The agency shall endeavour to the best of its ability to replace the employee who is not or no longer able to perform the work for the current assignment within 10 (ten) business days of the date on which it emerged that that work could no longer be performed within the scope of the assignment. In case of work incapacity, a longer period may apply. If the agency is not successful in finding a replacement, the hirer is entitled to terminate the assignment with immediate effect without the hirer obtaining any right to compensation for damages and/or compensation of any nature whatsoever.
4. The hirer is obliged to cooperate – upon the agency's first request – with the re-integration of the employee (whether or not incapacitated for work) seconded to the hirer, including but not limited to the hirer's obligation to allow the employee to perform re-integration work in an altered job function or for a modified number of hours. If the hirer does not cooperate or does not cooperate fully, the hirer is obliged to continue paying the hourly rate for the number of hours to which the employee is entitled from the agency by continuing to pay out wages (potentially in explicit deviation from the provisions of the assignment).
5. The employee will not exclusively be seconded to the hirer. The agency is allowed to second the employee to a different client without the permission of the hirer.

Article 26 Working procedure

1. Before the assignment begins, the hirer shall provide the agency with an accurate description of the job function, job requirements, duration of work, working hours, work activities, location of work, working conditions and the intended duration of the assignment.
2. Using the information provided by the hirer – along with what it knows about the capabilities, expertise

and skills of eligible (aspiring) employees who can be made available to the hirer – the agency will determine which (aspiring) employees it will propose to the hirer to execute the assignment. The hirer is entitled to reject the proposed (aspiring) employee, by which means the proposed (aspiring) employee will not be made available.

3. If contact between the hirer and the agency prior to a possible assignment – including a specific request from the hirer to second an employee – does not lead to the secondment of said employee (or not within the hirer's desired term), for any reason whatsoever, this shall not constitute an attributable failure on the part of the agency vis-à-vis the hirer.
4. If the agency requires information from the hirer in the framework of fulfilment of its obligations on the grounds of the law or the Dutch Collective Labour Agreement for Temporary Agency Workers (NBBU CAO), the hirer shall provide this information to the agency free of charge at its first request.

Article 27 Working hours and duration of work

1. The scope of the work and the employee's working hours at the hirer shall be determined in the assignment or agreed in another way. The employee's working hours, duration of work and rest periods shall be the same as the customary times and hours at the hirer, unless agreed otherwise. The hirer will ensure that the employee's duration of work, rest periods and working hours meet the statutory requirements. The hirer will ensure that the employee does not exceed the legally permitted working hours and the agreed scope of work.
2. The employee's holidays and leave days shall be arranged in conformity with the law and the Dutch Collective Labour Agreement for Temporary Agency Workers (NBBU CAO).
3. If the employee needs specific training or working instructions to execute the assignment, the hours the employee devotes to training will be charged to the hirer as hours worked.

Article 28 Business closure and mandatory days off

The hirer must inform the agency at the start of the assignment regarding any potential business closures or collective mandatory days off during the term of the assignment so that the agency can, if possible, include these circumstances in the employment contract with the employee. If the intention of setting a business closure and/or collective mandatory days off is announced after the assignment has started, the hirer must inform the agency immediately when this is confirmed.

Article 29 Job function and pay

1. The hirer shall provide the agency with a description of the job function to be fulfilled by the employee, the corresponding salary scale and information about all the items in the hirer's remuneration. According to the Dutch Collective Labour Agreement for Temporary Agency Workers (NBBU CAO), the hirer's remuneration consists of the following items:

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- a. the applicable period-linked pay for the job grade;
 - b. the applicable working hours reduction (the hirer's choice to compensate in time or money);
 - c. all allowances for irregular working in irregular or under (physically) heavy conditions associated with the nature of the work. This may include but is not limited to overtime, working evenings, weekends or public holidays, rescheduled hours, shift work, low and/or high temperatures, hazardous substances or dirty work;
 - d. initial pay rises (from the same date as at the hirer);
 - e. expense allowance (to the extent that the agency can pay these free from surcharges and premiums);
 - f. period-linked pay (from the same date as at the hirer);
 - g. expenses for travel time and/or travel time associated with the work;
 - h. one-off bonuses;
 - i. working from home allowances.
2. The employee's pay, also including any allowances and expense reimbursements, shall be determined in accordance with the CLA (also including the provisions pertaining to hirer's remuneration) and the applicable laws and regulations, as determined based on the job description provided by the hirer.
 3. If at any time it emerges that this job description and the corresponding job grade do not accord with the job function actually performed by the employee, the hirer shall immediately provide the agency with the correct job description and corresponding job grade. The employee's pay will be corrected based on the new job description. The job description and/or job grade may be adjusted during the assignment, if the employee has a reasonable claim to that adjustment by invoking laws and regulations, the CLA and/or the hirer's remuneration. If the adjustment leads to higher pay, the agency shall correct the employee's pay and the hourly rate accordingly. The hirer owes the agency this corrected rate from the time of the performance of the actual job function.
 4. The hirer shall inform the agency of any changes to the hirer's remuneration and initial wage rises in a timely manner and in any event immediately after such changes have been determined and become known.
 5. Overtime, shift work, work at unusual times or days (including public holidays) and/or rescheduled hours shall be paid in conformity with the particular valid regulations in the applicable CLA, and/or (where applicable) the hirer's remuneration, and shall be charged through to the hirer.
 6. If the employee cannot be classified based on the CLA, or if there are no people working at the hirer in the same or similar job function, the employee's pay shall be determined based on discussions conducted by the agency with the employee, and, where applicable, the hirer. To this end, the necessary capacities entailed in filling the job function, the responsibilities, experience and level of education will, among other things, be taken into consideration. At the agency's first request, the hirer shall cooperate in the said discussion and provide the agency with all the information the

agency deems necessary for determining the correct pay for the employee.

7. If a situation arises dictating that the employee, in deviation to the foregoing, nonetheless should be/should have been paid based on the hirer's remuneration, the hirer shall inform the agency in writing in a timely manner and in any event immediately when it becomes known. The employee's pay and the rate will, in that case, be adjusted in accordance with paragraph 3 of this article.

Article 30 Management and supervision

1. When exercising management and supervision, as well as during performance of the work, the hirer shall treat the employee with the same care as is exercised over its own employees. As employer in the formal sense, the agency has no view of the workplace or how work is performed, which means that the hirer is obliged to ensure a safe working environment.
2. The hirer is obliged to inform the agency regularly and in any case upon the agency's first request about the employee(s) functioning and well-being. Circumstances that might influence the continuation of secondment must be communicated by the hirer to the agency as soon as possible.
3. Unless by consent, on-lending by the hirer to a third party is not permitted. This means that the hirer is not permitted to second the employee to a third party to perform work under the management and supervision of that third party. Third party is also understood to mean a natural or legal person with whom the hirer is affiliated in a business group or concern.
4. The hirer is only permitted to give the employee work deviating from the assignment and conditions stipulated, if the agency and the employee have given their prior written consent.
5. Engaging the employee outside the Netherlands through a hirer registered in the Netherlands is only possible for a specific period, under the conditions that:
 - a. the hirer has organised management and supervision; and
 - b. the employment has been agreed in writing with the agency; and
 - c. the hirer has informed the agency about the work outside the country at least 14 (fourteen) calendar days before the start date regarding the proposed employment outside the country so that the agency has enough time to apply for a certificate of coverage; and
 - d. the employment may not last longer than 183 (one hundred and eighty-three) calendar days within a timeframe of 12 (twelve) months, including days not worked on which the employee nonetheless remains outside the country; and
 - e. the employee has agreed to employment outside the country in writing.
8. If at any time it emerges that payroll deductions are required for the employee in the country of employment, the hirer shall be liable for any ensuing costs.
9. The hirer shall pay the employee compensation for damages that the employee may suffer because something belonging to him or her that was used

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in the context of the assigned work, has been damaged or destroyed.

10. The hirer shall – to the extent possible – take out sufficient insurance cover and maintain insurance cover against liability on the grounds of the provisions of these general terms and conditions. The hirer shall provide the agency with proof of this insurance upon request.

Article 31 Working conditions

1. The hirer declares familiarity with the fact that the hirer is designated as employer in the Working Conditions Act.
2. The hirer is responsible vis-à-vis the employee and the agency for compliance with the obligations in the area of safety in the workplace and proper working conditions in general arising from Article 658 of Book 7 of the DCC, from the Working Conditions Act and from the associated regulations.
3. The hirer is obliged to provide written information to the employee and the agency in a timely manner, but in any case no less than 1 (one) business day before the work starts, regarding the professional qualifications sought and the specific characteristics of the job to be fulfilled. The hirer shall give the employee an active introduction to the operative Risk Inventory and Evaluation (RI&E) within the company.
4. If the employee is involved in a workplace accident or suffers from an occupational illness, the hirer shall immediately notify the authorised government agencies – if legally required – and is responsible for immediately compiling a written report. The report will describe the facts and circumstances of the workplace accident or occupational illness such that it can be concluded with a reasonable degree of certainty whether and to what extent the workplace accident or occupational illness was the result of the fact that inadequate measures were taken to prevent the workplace accident or the occupational illness.
5. The hirer shall inform the agency as quickly as possible about the workplace accident or occupational illness and provide a copy of the report compiled.
6. The hirer shall compensate the employee and indemnify the agency against all damages (including costs, factoring in the actual costs of legal aid) that the employee has suffered in the context of performing the work, if and to the extent that the hirer and/or the agency are liable for said damages on the grounds of Articles 658 and/or 611 of Book 7, and/or Article 162 of Book 6 of the DCC. The phrase "that the employee has suffered in the context of performing the work" here explicitly also refers to damages that the employee suffers during the commute.
7. If the workplace accident leads to the death of the employee, the hirer is obliged to provide compensation for damages (including costs, factoring in the actual costs of legal aid) in accordance with Article 108 of Book 6 of the DCC to the people listed in that article and to indemnify the agency against all damages (including costs, factoring in the actual costs of legal aid) for which it would be held liable.
8. The hirer shall take out sufficient insurance coverage and maintain insurance coverage against

liability on the grounds of the provisions of this article. The hirer shall provide the agency with proof of this insurance upon request.

Article 32 Liability

1. The hirer who does not comply with the obligations ensuring from these general terms and conditions, the assignment and/or the (other) agreement, or does not comply with them properly, is obliged to pay compensation for all damages on the part of the agency and/or the employee arising from this. The provisions of this article are universally applicable, both with regard to items where the obligation to pay compensation for damages is already arranged separately in these general terms and conditions, the assignment and/or the (other) agreement, as well as items where that is not the case.
2. In addition to the agency, the hirer is also liable jointly and severally vis-à-vis the employee for payment of the wages owed to the employee, unless the hirer qualifies itself as not culpable with regard to any potential underpayment.
3. The hirer is in all cases required to inform the agency about proof of its non-culpability in respect of the working conditions as referred to in these general terms and conditions in a timely, correct and accurate way.

Article 33 Posting of Workers by Intermediaries Act (WAADI)

The hirer hereby declares familiarity with the obligations that apply to itself ensuing from the Posting of Workers by Intermediaries Act (WAADI), including but explicitly not limited to:

- a. Article 8(b) of the WAADI: the hirer shall ensure that employees are given access to the same facilities, amenities or services at the company – in particular cafeterias, childcare and transport facilities – as permanent employees of the company who are employed in the same or similar job functions, unless the difference in treatment is justified on objective grounds;
- b. Article 8(c) of the WAADI: the hirer shall ensure that vacancies arising at the company are clearly brought to the attention of contracted employees in a timely manner so that they are given the same opportunity to obtain an employment contract for indefinite term as the employees at the hirer's company;
- c. Article 10 of the WAADI: the hirer shall fully inform the agency and in a timely manner about collective actions intended, started, continuing or ended, whether or not organised by trade unions, including strikes, sit-down strikes or lockouts.
- d. Article 12(a) of the WAADI: the hirer shall provide both the agency and the employee written information about the employment conditions, as referred to in Article 8 of the WAADI, before the assignment commences.

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Part D | Recruitment and selection

Article 34 Procedure

1. The contractor may – if the client desires so accept a recruitment and selection assignment aimed at establishing a direct employment relationship between the client and the candidate.
2. If the contractor accepts this recruitment and selection assignment, the contractor shall deploy its knowledge of the job market to conduct a search for a suitable candidate for the job function at the client's company as stated in the recruitment and selection assignment. The foregoing shall lead to a best efforts obligation for the contractor and never to an obligation to produce results.
3. Every recruitment and selection assignment will end automatically at the time that the candidate signs an employment contract with the client.
4. The client shall provide the contractor with all relevant information for the recruitment and selection assignment in a timely manner, including an accurate job description, the required and desired qualifications, the salary or an indication of the salary, business hours, working hours, the nature of the work, location of workplace, working conditions and opportunities for the candidate, as well as all other information the contractor may request.
5. If so desired by the client, the same may conduct an intake interview with the contractor about the recruitment and selection assignment. In this interview a profile will be drawn up by the contractor based on the information provided by the client. The contractor will recruit and select candidates based on this profile.
6. These general terms and conditions apply to all candidates proposed by the contractor, unless, immediately after the candidate was introduced, the client gives notice in writing of the fact that the client has already spoken to the candidate in question concerning the job function stated in the agreement in the 3 (three) month period prior to the date of signing the agreement.
7. The client shall treat the names and/or information provided by the contractor in confidentiality, and hereby also observe the obligations under the GDPR (General Data Protection Regulation). The client indemnifies the contractor for any potential claims and/or sanctions imposed in connection with violations of the provisions of this article committed by the contractor.
8. Without the contractor's written consent, the client is not allowed to provide third parties with information about the candidates, either directly or indirectly, in any way whatsoever.

Article 35 Setting the rate

1. The client shall owe the contractor the rate listed in the agreement for the recruitment and selection assignment. Should the agreement or the contractor's quote lack any mention of the rate, the rate will be set at 25% of the annual salary applicable to the job function of the candidate for full-time employment, including holiday pay. If the contractor has not received any salary amount or indication of salary, the contractor shall determine an annual salary in conformity with the market

based on the information available to the contractor about the job function and the labour market.

2. Unless agreed otherwise, the rate will be charged when the client indicates its wishes to enter into an employment relationship with the candidate proposed by the contractor, or when the contractor has been informed that the client will enter into or has entered into an employment relationship with the candidate. The provisions of this article apply *mutatis mutandis* if the candidate enters the employment of a company affiliated with the client's company. If this is the case this is regarded as the candidate entering the employment of the client and the client shall owe the fee.
3. The rate is also owed if the candidate is in the first instance rejected by the client (regardless of the reason) and then enters into an employment relationship with the candidate within a 18 (eighteen) month period of the rejection. This is understood to include, but is not limited to:
 - a. The client and the candidate enter into an employment agreement, a work contract and/or an assignment agreement;
 - b. The candidate is made available for work by a third party (e.g. a different temporary agency);
 - c. An employment relationship is entered into with a third party with whom the client is affiliated in a business group or concern (as referred to in Article 24(b) of Book 2 of the DCC), or is a subsidiary of another (as referred to in Article 24(b) of Book 2 of the DCC).

Article 36 Entering into a direct employment relationship

1. The client is not permitted to employ a candidate who has been offered or introduced by the contractor, or to have the candidate perform work within 18 (eighteen) months of the recruitment and selection assignment being withdrawn, cancelled, terminated or having failed. In the case of violation or non-compliance with the foregoing, the contractor is entitled to an immediately due, payable, and not eligible for setoff fine in the amount of the fee that would have been owed by the client at the time the employment relationship would have commenced or the start of the work by the candidate, regardless of contractor's right to claim full compensation for damages instead of the fine.
2. If the client introduces a candidate who had been introduced by the contractor to a third party, or to a company affiliated with the client, and this introduction results in an employment relationship with or for that third party or the affiliated company, then the client shall owe the contractor an immediately due, payable, and not eligible for set off fine in the amount of €5,000 (five thousand euros), excluding VAT, regardless of the contractor's right to claim full compensation for damages instead of the fine.