

General Conditions

Unique Nederland B.V.



Werk aan morgen.

Table of contents

Explanation of the General Conditions	5
Explanation of Part A (Introduction) and Part E (General Provisions)	5
Explanation of Part B (Supply of Flexworkers)	5
Explanation of Part C (Digital Processes)	7
Explanation of Part D (Recruitment and Selection)	7
Part A: Introduction	9
Article 1 Definitions	9
Article 2 Applicability of the General Conditions	9
Part B: Supply of Flexworkers	10
Article 3 Additional Definitions Applicable to the Supply of Flexworkers	10
Article 4 Assignment and Supply	10
Article 5 Replacement and Availability	11
Article 6 Right of Suspension	12
Article 7 Work Procedure	12
Article 8 Working Time and Working Hours	12
Article 9 Company Closure and Compulsory Days Off	13
Article 10 Position and Remuneration	13
Article 11 Proper Management and Supervision	14
Article 12 Working Conditions	15
Article 13 Client Rate	16
Article 14 Special Minimum Payment Obligations	17
Article 15 Entering into an Employment Relationship with a Flexworker	17
Article 16 Time registration and Invoicing	19
Article 17 Flexworker's Intellectual and Industrial Property	20
Article 18 Flexworker's Confidentiality	20
Article 19 Employees' Participation	20
Article 20 Provision of Items	20
Article 21 WAADI-related Obligations	21
Part C: Digital Processes	22
Article 22 Additional Definitions for Digital Processes	22
Article 23 Digital Processes and Working Method	22
Article 24 Use	22
Article 25 Virus Protection and Security	23
Article 26 Access to Digital Processes, Malfunctions and Interruptions	23
Article 27 Intellectual Property Rights in Digital Processes	23
Article 28 Monitoring	24
Article 29 On-site Items and Items on Loan	24
Part D: Recruitment and Selection	25
Article 30 Additional Definitions for Recruitment and Selection	26

Article 31 Fee	26
Article 32 Choice of Candidate	27
Article 33 Entering into a Direct (Employment) Agreement with a Candidate	27
Part E: General Provisions	28
Article 34 Definitions	28
Article 35 Prevention of Impermissible Discrimination	28
Article 36 Personal Data	28
Article 37 Client's Verification and Retention Duty	29
Article 38 Information and Confidentiality	29
Article 39 Agency's Obligation to Perform to the Best of its Ability and Liability	29
Article 40 Payment and Consequences of Default	30
Article 41 Self-billing and Pro Forma Invoicing	31
Article 42 Client's Liability	31
Article 43 Applicable Law and Choice of Forum	32
Article 44 Final Provisions	32

Explanation of the General Conditions

These are the General Conditions of Unique. These general conditions are divided into five parts: an introductory part (part A), a part containing articles on supply of flexworkers (part B), a part relating to digital processes (part C), a part relating to the performance of recruitment and selection assignments (part D), and a part containing general provisions (part E).

These general conditions were filed with the Registry of the District Court for the Central Netherlands on 21 August 2015 under number 162/2015, and are largely based on the general conditions for supply of temporary employees of the Dutch Federation of Private Employment Agencies [ABU]. In addition, these general conditions contain a number of provisions supplementing the ABU general conditions.

Below is a brief explanation of the general conditions. No rights can be derived from this explanation. Only the integral text of the general conditions is decisive.

Explanation of Part A (Introduction) and Part E (General Provisions)

Part A describes the situations to which these general conditions apply and contains several generally applicable definitions. Part E contains provisions that apply to all forms of services described in these general conditions.

Explanation of Part B (Supply of Flexworkers)

The agency work employment relationship

The supply of staff is essentially different from the contracting of work or the supply of goods, because of the special nature of the employment relationship, in which three parties can be distinguished: the client, the flexworker and the temporary employment agency. The following is relevant in order to be able properly to understand the relationship between the parties involved in agency work employment.

The agency work employment contract between the flexworker and the temporary employment agency is defined in Article 7:690 of the Dutch Civil Code [*Burgerlijk Wetboek*]. The essence of that definition is that a agency work employment contract is a special employment agreement between the temporary employment agency and the flexworker, in which the flexworker is supplied to the client by the temporary employment agency to perform work under the management and supervision of the client. The flexworker is formally employed by the temporary employment agency, however, factually works for the client, without any (employment) relationship existing between him and the client.

In view of the above, agency work employment involves two formal relationships: on the one hand the agency work employment contract between the flexworker and the temporary employment agency, and on the other hand the agreement to perform professional services between the client and the temporary employment agency. As the flexworker factually works for the client, the client is responsible for the instructions and guidance in the workplace. The client is to treat the flexworker just (as properly) as it treats its own staff.

Terms of employment of the flexworker

The legal position and the terms of employment of the flexworker are largely set forth and arranged in the ABU collective labour agreement [CLA] for temporary agency workers, the basic principle being that the flexworker accrues more rights as the period of his work for the temporary employment agency continues.

The flexworker works on the basis of a agency work employment contract with agency clause, a agency work employment contract for a limited period of time or a agency work employment contract for an indefinite period of time. In actual practice, the supply of a flexworker under a agency work employment contract with agency clause is often referred to as 'temping', and the supply of a flexworker under a agency work employment contract for a limited or indefinite period of time is often referred to as 'secondment'.

In the event of a agency work employment contract with agency clause, the agency work employment contract will end as soon as the assignment is terminated at the client's request or the flexworker reports sick.

If the flexworker works on the basis of a agency work employment contract either for a limited or for an indefinite period of time, termination of the assignment by the client or a sick report on the part of the flexworker will not automatically terminate the agency work employment contract.

Pursuant to the CLA for Temporary Agency Workers a flexworker - unless belonging to an exceptional group and reimbursed accordingly - is entitled to the same remuneration as an employee permanently employed by the client in the same or a similar position. This 'hirer's remuneration' is composed of the prevailing periodic wage, reduction of working hours (compensated either in time or in money), allowances for overtime, shifted hours, unsocial hours and shiftwork, initial wage increases, expense allowances and increments.

Duration of the assignment

In order to be able to supply the flexworker we enter into an agreement to perform professional services with you subject to the present General Conditions. The agreement to perform professional services will contain provisions as to, *inter alia*, the position to be held by the flexworker, the rate and the duration of the assignment.

We will coordinate the duration of the assignment with you to the extent possible. There are several options: an assignment for a limited or for a definable period of time, in which, in principle, the agreed period cannot be derogated from, unless expressly agreed otherwise; an assignment for an indefinite period of time which may at all times be terminated, with due observance of a notice period.

Liability

Each temporary employment agency depends on the client for a number of (statutory) obligations ensuing from the formal employer's role, e.g. termination of the supply 'at the client's request', rules regarding working hours, and the provision of a 'Working Conditions [Arbo]' document to the flexworker. We must be able to count on your cooperation, wherever necessary, and must be able to confront you if costs are incurred as a result of failure on your part to lend that cooperation, or to do so in good time.

The client is responsible for the management and supervision of the flexworker's work and for the working conditions, which are beyond a temporary employment agency's control. This means that the client is responsible for such work as well as for safety in the workplace. With respect to safety, the Dutch Working Conditions Act [*Arbeidsomstandighedenwet*] provides that the client qualifies as the 'employer' within the meaning of such Act. Consequently, you are liable in the event of damage, for which you indemnify us. We recommend that you review and, where necessary, adjust your insurance policy in this respect.

Payment

In principle, the flexworker reports the hours worked to us electronically. You are to verify and approve the flexworker's statement, so that we know that that statement is correct and the wages can be paid to the

flexworker. Based on the same statement we will subsequently send you an invoice. Only if so agreed with you in writing or by email will we use hardcopy timesheets to be signed by the flexworker and by you. In such event the signed timesheets submitted to us by the flexworker will form the basis for payment of wages to the flexworker and our invoice.

Employing a flexworker

The supply of flexworkers to clients with a temporary demand for staff requires constant investments - in time and money - from temporary employment agencies to recruit, select and retain flexworkers, in order to make and keep them available for supply. This is possible only if subsequently the flexworkers can actually be supplied for a certain period of time at the prevailing rates. Therefore, these general conditions provide that the client may employ the flexworker itself only if the applicable minimum hiring period has lapsed or if you pay a fee to the temporary employment agency, the amount of which will depend on the number of hours worked by the flexworker for you through us.

Rates

The rate due by you - the client rate - comprises the costs of the temporary work (wage costs, statutory payroll tax, social security contributions, etc.) and a mark-up.

In most cases, the flexworker will be remunerated based on the hirer's remuneration. To be able to determine the hirer's remuneration, we are dependent on your information as to your remuneration scheme and wage increases, if any, and your job classification system. Based on that information the client rate will be determined or changed.

In view of the fact that the (expected) costs of the temporary work may also increase during the term of an assignment as a result of, e.g., (period or general) wage increases, amendments to CLAs, amendments to phase classification or (pension) contributions, amendments to (other) laws and regulations, as well as expenses to be incurred and/or provisions to be made for items such as education, medical expenses, etc., we may change rates as a result of such cost increases during the term of the assignment.

Explanation of Part C (Digital Processes)

Digital processes increasingly form part of our services. These processes may relate to internet portals, (interactive) websites, computer systems, time registration systems, software, links (apis), applications (apps), and email. This calls for specific arrangements in terms of working method, security and use rights, which are worked out in further detail in this part.

Explanation of Part D (Recruitment and Selection)

Recruitment and selection

If you so desire, we may agree that we will recruit and select one or more candidates for you to perform work and/or services for you either directly for you or directly employed by you. This service is referred to as 'recruitment and selection' rather than the supply of flexworkers.

Fee

In consideration of the recruitment and selection services rendered by us, you will pay a fee based on the wage to be earned by the candidate at your organisation or the all-inclusive rate used by the candidate for his services.

Obligation to perform to the best of our ability

We will, to the best of our ability, recruit and select as suitable a candidate as possible. Eventually, of course, it is up to you to decide which candidate you wish to enter into an (employment) agreement with.

Part A: Introduction

Article 1 Definitions

For purposes of these General Conditions the following terms will have the following meanings:

1. General Conditions: the present general conditions.
2. Client: any private individual or legal entity that has entered into an Assignment or other agreement with the Agency.
3. Assignment: an agreement as referred to in article 3, paragraph 5, or article 30, paragraph 3, of these General Conditions.
4. Agency: the subsidiary of Unique Nederland Beheer B.V. having its registered office in the Netherlands. Terms used in singular will also include the plural and *vice versa*.

Article 2 Applicability of the General Conditions

1. These General Conditions will apply to all Assignments and other agreements between the Agency and the Client, as well as to all legal acts aiming at the formation thereof, including offers, proposals and (price) quotations.
2. Any purchase or other conditions of the Client will not apply and are expressly rejected by the Agency.
3. Any arrangements derogating from these general conditions will apply only if agreed in writing and then only to the relevant agreement.

Part B: Supply of Flexworkers

The provisions set forth in this part will apply in addition to the provisions of Part A and Part E, if and to the extent that flexworkers are, or are proposed to be, supplied as defined in article 3. In the event of conflict between the provisions of this part and the provisions of Part A and Part E, the supply, or proposed supply, of flexworkers will be subject to the provisions of this part.

Article 3 Additional Definitions Applicable to the Supply of Flexworkers

In addition to and, where necessary, in derogation of, the definitions set forth in article 1 above, for purposes of Part B of these General Conditions, the following terms will have the following meanings:

1. ABU Remuneration: the ABU remuneration as defined in the CLA.
2. CLA: the collective labour agreement for temporary agency workers entered into between the Dutch Federation of Private Employment Agencies [ABU] on the one hand and the relevant employees' organisations on the other.
3. Flexworker: any private individual who is supplied by the Agency based on an employment agreement within the meaning of Article 7:690 of the Dutch Civil Code to a client in order to perform work under the management and supervision of that client or a third party designated by that client.
4. Hirer's Remuneration: the hirer's remuneration as defined in the CLA.
5. Assignment: the agreement between the Client and the Agency pursuant to which a single Flexworker is supplied to the Client by the Agency in order to perform work under the management and supervision of the Client or a third party designated by the Client, all against payment of the Client Rate.
6. Client Rate: the rate due by the Client to the Agency. The rate will be computed on an hourly basis, unless stated otherwise.
7. In Writing/Written (either capitalised or in lower case): set forth in writing or exchanged electronically (e.g. via email, an application or a portal);
8. Supply: the supply of a Flexworker for purposes of an Assignment;
9. Agency Clause: the written provision in the employment agreement between the Agency and the Flexworker and/or in the CLA, to the effect that the employment agreement will end by operation of law as a result of termination at the Client's request of the Supply of the Flexworker by the Agency to the Client (Article 7:691(2) of the Dutch Civil Code).
10. Week: the calendar week starting on Monday at 0:00 hrs and ending on Sunday at 24:00 hrs.

Terms used in singular will also include the plural and *vice versa*.

Article 4 Assignment and Supply

Assignment

1. The Assignment will be entered into for a limited or for an indefinite period of time.
2. An Assignment for a limited period of time is an Assignment entered into:
 - a. for a fixed period; or
 - b. for a definable period; or
 - c. for a definable period not exceeding a fixed period.

An Assignment for a limited period of time will end by operation of law upon expiry of the agreed period or as a result of the occurrence of a pre-agreed objectively definable event.

Termination of Assignment

3. An Assignment for an indefinite period of time will end as a result of written notice of termination with due observance of a notice period of 14 calendar days, unless a different notice period has been agreed in writing. Notice of termination must be given in writing.
4. An Assignment for a limited period of time cannot be terminated early, unless agreed otherwise in writing. If early termination has been agreed, the notice period will be 14 calendar days, unless a different notice period has been agreed in writing. Notice of termination must be given in writing.
5. Each Assignment will end promptly upon either party's termination of the assignment because:
 - the other party is in default;
 - the other party has been wound up;
 - the other party has been declared bankrupt or an application for the other party's bankruptcy has been filed;
 - the other party has filed for a moratorium on payment of its debts.

In the event that the Agency terminates the Assignment on any of these grounds, the Client's conduct on which the termination is based will be deemed to imply the Client's request to terminate the Supply, without any liability arising on the part of the Agency to compensate the damage suffered by the Client as a result. As a result of termination the Agency's claims will become immediately due and payable.

6. In the event of termination of the Assignment at the Client's initiative (including discontinuation of an Assignment for a limited period of time), the Client will, at the Agency's request, render its cooperation in the written establishment as to whether it is plausible that the Client will request the Agency to re-supply the Flexworker supplied under the Assignment to it within a period of 26 weeks of the end date of the Assignment for the same or similar work.
7. The Client will be under the obligation to notify the Agency in good time if and, if so, for what period and on what other conditions, it wishes to continue or renew the Assignment. In the event of an Assignment for a limited period of time, the Client will notify the Agency not later than 5 weeks prior to the end date of the Assignment. In the event of an Assignment for an indefinite period of time, the Client will notify the Agency not later than 3 workdays following a request from the Agency to that effect. In the event of a request for continuation or renewal of the Assignment, the Agency will subsequently assess if and, if so, on what conditions, it will comply with such request.

Termination of Supply

8. Termination of the Assignment will constitute termination of the Supply. Termination of the Assignment by the Client will be deemed to imply the Client's request to the Agency to terminate the current Supply or Supplies with effect from the date of valid termination of the Assignment or the date of valid dissolution of the Assignment.
9. If the Agency Clause applies as between the Flexworker and the Agency, the Supply will end at the Client's request upon the Flexworker's reporting that he is unable to perform the work on account of disability. To the extent necessary, the Client will be deemed to have submitted such request. If so required, the Client will confirm such request to the Agency in writing.
10. The Supply will end by operation of law if and as soon as the Agency can no longer supply the Flexworker as a result of the fact that the employment agreement between the Agency and the Flexworker has been terminated and is no longer consecutively continued for the same Client. This will not constitute attributable failure on the part of the Agency vis-à-vis the Client or liability on its part for any damage that the Client may suffer as a consequence.

Article 5 Replacement and Availability

1. The Agency will at all times be entitled to submit a proposal to the Client to replace a Flexworker supplied by another Flexworker subject to continuation of the Assignment, with a view to the Agency's internal policy or personnel policy, preservation of employment or compliance with prevailing laws and regulations, in particular the CLA and the dismissal guidelines for the temporary employment industry. The Client will reject such proposal on reasonable grounds only. If so required, the Client will state its grounds for rejection in writing.

2. The Agency will - also for purposes of pool management - at all times be entitled to terminate the Supply of a Flexworker to the Client, without the Client's consent being required and without any liability arising on the Agency's part to pay damages. If the Agency wishes to do so, it will notify the Client - in view of a possible transfer of duties - not later than one week prior to termination of the Supply.
3. In the event of termination of the Supply of a (replacement) Flexworker, or if the Agency does not, or is not, or no longer, able, to supply the (replacement) Flexworker to the Client in the way and according to the scope as agreed in the Assignment or thereafter, this will not constitute attributable failure on the part of the Agency vis-à-vis the Client and the Agency will not be liable to pay any damages or costs to the Client.

Article 6 Right of Suspension

1. The Client may not temporarily suspend all or part of the Supply of the Flexworker, save in the event of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. In derogation of paragraph 1 of this article, suspension will be possible:
 - a. if agreed in writing, setting forth the term; *and*
 - b. if the Client demonstrates that there is temporarily no work available or the Flexworker cannot be deployed; *and*
 - c. the Agency can successfully invoke exclusion of the obligation to continue to pay wages under the CLA vis-à-vis the Flexworker.In such event, for the duration of the suspension the Client Rate will not be due by the Client.
3. If the Client is not entitled temporarily to suspend the Supply but the Client temporarily does not have any work for the Flexworker or cannot deploy the Flexworker, the Client will pay the full Client Rate to the Agency for the duration of the Assignment in accordance with the most recent or the usual number of hours and overtime for each period (week, month, etc.) pursuant to the Assignment.

Article 7 Work Procedure

1. Prior to commencement of the Assignment, the Client will provide the Agency with an accurate description of the position, job requirements, working hours, working time, duties, location, working conditions and the intended duration of the Assignment.
2. Based on the information provided by the Client and the qualities, knowledge and skills known to it with respect to the (candidate) Flexworkers qualifying for supply, the Agency will determine which (candidate) Flexworkers it will introduce to the Client for the purpose of performance of the Assignment. The Client may reject the proposed (candidate) Flexworker, as a result of which the proposed (candidate) Flexworker will not be supplied.
3. If for any reason whatsoever the contacts between the Client and the Agency preceding a possible Assignment, including a concrete request of the Client to supply a Flexworker, should not lead to the actual Supply of a Flexworker, or should not lead to such Supply within the term desired by the Client, such failure will not constitute attributable failure on the part of the Agency vis-à-vis the Client and the Agency will not be liable to pay any damages.
4. The Agency will not be liable for any damage as a result of deployment of a Flexworker who turns out not to meet the Client's requirements, unless the Client files a written complaint with the Agency within a reasonable term of commencement of the Supply, demonstrating wilful misconduct or intentional recklessness on the part of the Agency in the selection.

Article 8 Working Time and Working Hours

1. The scope of the work and the Flexworker's working hours at the Client's will be set forth in the Assignment or agreed otherwise. The Flexworker's working hours, working time and resting hours will be equal to the times and hours customary for the Client, unless agreed otherwise in writing. The Client

warrants that the Flexworker's working time, resting hours and working hours meet the statutory requirements. The Client will ensure that the Flexworker does not exceed the legally permitted working hours and agreed scope of work.

2. The Flexworker's holidays and days off will be arranged in accordance with the law, the CLA, and the terms and conditions of employment applicable to the Flexworker.
3. If and to the extent that for the purpose of performance of the Assignment the Flexworker requires specific training or (work) instructions, the hours spent by the Flexworker on such training and/or (work) instructions will be charged to the Client as hours worked, unless agreed otherwise in writing. With respect to any other training not specifically required for the Assignment the periods of absence required will be determined and agreed by mutual consultation between the Client and the Agency upon commencement of the Assignment. The Client Rate will also be due by the Client in respect of such periods, unless agreed otherwise in writing.
4. The Client will give the Flexworker the opportunity to interrupt the work, if and to the extent that the Flexworker is entitled to such interruption pursuant to the provisions set in or by virtue of the Working Conditions Act and/or the Dutch Working Hours Act [*Arbeidstijdenwet*], for example for the purpose of expressing after childbirth. If the Flexworker is entitled to wages for the hours spent on such interruptions of work, such hours will be charged to the Client as hours worked.
5. If the Client's own staff are entitled to continued payment during breaks, the Agency will also continue to pay the Flexworker during such breaks, and the relevant hours will be charged to the Client as hours worked.

Article 9 Company Closure and Compulsory Days Off

Upon entering into the Assignment, the Client will inform the Agency of any company closure and collective compulsory days off during the term of the Assignment, so as to enable the Agency, if possible, to include these in the employment agreement with the Flexworker. If an intention to adopt a company closure and/or collective compulsory days off becomes known after entering into the Assignment, the Client will inform the Agency immediately after such intention has become known. If the Client fails to inform the Agency in good time, or if the Flexworker is entitled to (continued) payment of wages, the Client will pay the full Client Rate to the Agency in accordance with the most recent or the usual number of hours and overtime for each period pursuant to the Assignment and the conditions.

Article 10 Position and Remuneration

1. The Flexworker's remuneration, including but not limited to any expense and other allowances, will be determined in accordance with the CLA (including but not limited to the provisions regarding the Hirer's Remuneration and the derogating terms of employment in the event of supply of a Flexworker to a construction company), the applicable laws and regulations, and the applicable terms and conditions of employment, if any, all based on the job description and job requirements provided by the Client.
2. Prior to commencement of the Assignment the Client will provide the Agency with the description of the position to be held by the Flexworker, the corresponding job grade, and information as to all the elements of the Hirer's Remuneration (in terms of amount and timing: only to the extent known at such time).
3. If at any time the job description and the corresponding job grade prove not to be in accordance with the position actually held by the Flexworker, the Client will promptly provide the Agency with the correct job description and corresponding job grade. The Flexworker's remuneration will be reassessed based on the new job description. The job description and/or job grade may be adjusted during the term of the Assignment if, at the Agency's discretion, the Flexworker is entitled to such adjustment given laws and regulations, the CLA, the Hirer's Remuneration and/or the applicable terms and conditions of employment. If the adjustment should lead to a higher remuneration, the Agency will adjust the

- Flexworker's remuneration as well as the Client Rate accordingly. The corrected rate will be due to the Agency by the Client as from the time that the Flexworker has actually held the relevant position.
4. The Client will notify the Agency of any changes to the Hirer's Remuneration and of any adopted initial wage increases in good time and in any event immediately after such changes or increases become known.
 5. The provisions of paragraph 4 of this article will not apply if and for as long as the Flexworker is remunerated in accordance with the ABU Remuneration.
 6. If the Flexworker is remunerated in accordance with the ABU Remuneration because the position held by the Flexworker cannot be graded in the Client's job classification system, the Client will notify the Agency in good time, and in any event immediately after any change to the Client's job classification system as a result of which the position held by the Flexworker can still be graded in the Client's job classification system becomes known. In such event the Flexworker's remuneration will be determined in accordance with the provisions regarding the Hirer's Remuneration. If such determination should lead to a higher remuneration, the Agency will change the rate accordingly. The changed rate will be due by the Client as from the time that the Flexworker is entitled to remuneration according to the ABU Remuneration.
 7. Overtime, shiftwork, working special times or days (including public holidays) and/or shifted hours will be remunerated in accordance with the Hirer's Remuneration or - if applicable - the allowance factors applicable to the Flexworker in accordance with the ABU Remuneration, and will be passed on to the Client.
 8. Hours during which, pursuant to his position, the Flexworker is required to be on call and/or available for work, as well as the Flexworker's travelling hours (not including commuting hours) will be reimbursed to the Flexworker in accordance with the relevant schemes applicable to the Client's staff and will be passed on to the Client.
 9. The Agency will be responsible, subject to the provisions of this article, for remuneration of the Flexworker and payment of the statutory payroll tax due. Save written consent of the Agency, the Client may not pay any kind of compensation or benefits to the Flexworker. If the Client pays compensations and/or benefits to the Flexworker, the Client will be under the obligation to pay all statutory payroll tax due in respect of such compensations and/or benefits. In such event the Client will compensate the Agency for any damage on account of payability of statutory payroll tax and will indemnify the Agency against any third-party claims in that respect.

Article 11 Proper Management and Supervision

1. With respect to the Flexworker the Client will, in its management and supervision, as well as in respect of the performance of the work, observe the same amount of care as it is to observe vis-à-vis its own employees.
2. The Client will be under the obligation to inform the Agency periodically, and in any event on the latter's demand, about the performance and well-being of the Flexworker. Any circumstances that may affect continuation of the Supply are to be reported by the Client to the Agency as soon as reasonably possible.
3. The Client may deploy the Flexworker in derogation of the provisions of these General Conditions, the Assignment and/or other agreements only with the prior written consent of the Agency and the Flexworker, to which consent conditions may be attached.
4. Save prior written consent, the Client may not, in its turn, second the Flexworker to a third party, i.e. supply the Flexworker to a third party to perform work under the management and supervision of such third party or another third party to be designated by such third party. A third party will be deemed to include a private individual or legal entity with which the Client is affiliated in a group.
5. If the Agency grants the consent as referred to in paragraph 4 of this article, at least the following conditions will be attached:
 - the Client and the third party agree that the third party knows and accepts the Client's obligations pursuant to these General Conditions, the Assignment and any other agreements, and will perform

them as if they were such third party's own obligations, to the extent that such obligations, by their nature, cannot be performed by the Client itself;

- the Client will remain liable to the Agency - without prejudice to the foregoing provisions - for any failure in the performance of the Client's obligations pursuant to these General Conditions, the Assignment and any other agreements;
- the Client will be liable for, and indemnify the Agency against, any damage ensuing from acts or omissions on the part of the third party in respect of the (supply of the) Flexworker and/or the Flexworker's acts and/or omissions;
- the Client agrees with the third party in writing that the third party will not supply the Flexworker to any other third party; and
- the Client will perform its statutory obligations as a hirer in respect of the supply.

The Agency will be entitled to attach additional conditions to its consent.

6. Deployment of the Flexworker outside the European Netherlands by a Client having its registered office in the European Netherlands will be possible only for a limited period of time and on the conditions that the Client has organised management and supervision, the deployment has been agreed in writing with the Agency and with the Flexworker, the deployment does not result in any additional costs or risks for the Agency and/or the Flexworker, and the Client indemnifies the Agency in that respect.
7. The Client will compensate the Flexworker for any damage that the latter may suffer as a result of damage to, or loss of any of his property used for the purpose of the assigned work.
8. The Agency will not be liable to the Client for any damage or loss on the part of the Client, third parties or the Flexworker himself as a result of acts or omissions on the part of the Flexworker.
9. The Agency will not be liable to the Client for any obligations which have been undertaken by the Flexworker, or which have arisen for the Flexworker vis-à-vis the Client or third parties, either with the consent of the Client or such third parties or otherwise.
10. The Client will be liable for, and indemnify the Agency against, any claims brought by third parties and/or by the Flexworker against the Agency in respect of the damage, losses and obligations referred to in paragraphs 7, 8 and 9 of this article, and will compensate any costs incurred by the Agency in that respect (including the actual costs of legal assistance).
11. To the extent possible the Client will take out adequate insurance against liability pursuant to the provisions of this article. At the Agency's request the Client will submit an insurance certificate.

Article 12 Working Conditions

1. The Client declares that it is aware of the fact that under the Dutch Working Conditions Act it qualifies as the employer.
2. The Client will be responsible vis-à-vis the Flexworker and the Agency for performance of the obligations in the area of safety in the workplace and proper working conditions in general ensuing from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the associated regulations.
3. The Client will provide the Flexworker and the Agency with written information as to the required professional qualifications and the specific characteristics of the position to be held in good time, and in any event one workday prior to commencement of the work. The Client will actively inform the Flexworker in respect of the Hazard Identification and Risk Assessment (HIRA) prevailing within its company.
4. If the Flexworker should suffer an industrial accident or occupational disease, the Client will, if so required by law, promptly notify the competent authorities and ensure that a written report will be drawn up without delay. The report will set forth the circumstances surrounding the industrial accident or occupational disease so as to make reasonably clear if and to what extent the industrial accident or occupational disease was the result of the fact that insufficient measures had been taken to prevent the industrial accident or occupational disease. The Client will notify the Agency of the industrial accident or occupational disease as soon as possible, submitting a copy of the report drawn up.
5. The Client will indemnify the Agency against any claims brought by the Flexworker for compensation of damage (including costs, such as costs of legal assistance) suffered in the course of performance of the

Flexworker's work. The Client will compensate the Flexworker for such damage (including costs, such as costs of legal assistance), if and to the extent that the Client and/or the Agency is liable for such damage.

6. In the event of sickness or disability on the part of the Flexworker as a result of performance of his work, the Client will compensate the Agency for the damage suffered or to be suffered by it as a result. Such damage will in any event include (without limitation) the costs of continued payment of wages during disability or sickness and the costs incurred by the Agency in respect of performance of its obligations under Article 7:658a of the Dutch Civil Code.
7. If the industrial accident or occupational disease causes death, the Client will compensate damage (including costs, such as the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in such article.
8. The Client will take out adequate insurance against liability pursuant to the provisions of this article. At the Agency's request the Client will submit an insurance certificate.

Article 13 Client Rate

1. The Client Rate due by the Client to the Agency will be computed in respect of the higher of the hours worked by the Flexworker and the hours to which the Agency is entitled pursuant to these General Conditions, the Assignment and/or other agreements. The Client Rate will be multiplied by the allowance factors and increased by the expense and other allowances due by the Agency to the Flexworker. If the Flexworker is entitled to hours off in connection with the reduction in working hours scheme [ADV], the ADV allowance will be charged separately, unless it has been agreed in writing that the ADV allowance is already included in the Client Rate. The Client Rate, the allowances, the expense and other allowances and - if applicable - the ADV allowance will be subject to VAT. For purposes of the other paragraphs of this article and article 14, the Client Rate will be deemed to include the ADV allowance charged separately.
2. If at any time, in accordance with article 10 of these General Conditions, the Hirer's Remuneration is applied, the Agency will (re)assess the Flexworker's remuneration and the Client Rate based on the information provided by the Client in respect of the job grading and Hirer's Remuneration. The remuneration and the Client Rate will include all elements of the Hirer's Remuneration prevailing at the Client's.
3. In addition to the situation referred to in paragraph 2, the Agency will in any event also be entitled to adjust the Client Rate during the term of the Assignment in the event of, and in accordance with:
 - an increase in the (expected) costs as a result of (amendment of) the CLA, the terms and conditions of employment applicable to the Flexworker and/or the wages provided for therein, and/or changes to the Hirer's Remuneration and/or pension costs and/or phase classification of the Flexworker in accordance with the CLA;
 - an increase of the (expected) costs as a result of (amendments to or ensuing from) laws and regulations, including amendments to or ensuing from social security and tax laws and regulations, the CLA or any binding regulation;
 - an increase of the (expected) costs in connection with the expenses to be incurred and/or provisions to be made by the Agency for education, absenteeism, inactivity and/or redundancy of Flexworkers.
4. Without prejudice to the provisions of paragraphs 2 and 3 of this article, the Agency may index-link the Client Rate. Such index-linking will be based on the increase of the Statistics Netherlands index for hourly CLA wages including special remunerations, for staff in the services industry (SBI'93 70-74) between the date of commencement of the Assignment and the date of index-linking of the Client Rate. The Agency will notify the Client of the index-linked Client Rate in writing and in advance.
5. If the market or other circumstances give rise thereto, all at the Agency's discretion, the Agency may, without prejudice to the provisions of paragraphs 2, 3 and 4 of this article, change the Client Rate by an amount or percentage to be determined by the Agency. The Agency will notify the Client of the changed Client Rate in writing and in advance.

6. If any amendments to laws or regulations, including social security and tax laws and regulations, the CLA or any binding regulation, does not include any, or includes an incomplete, transitional law in respect of situations already in existence as per the effective date of such laws or regulations and/or (otherwise) lead to costs that were not foreseeable for the Agency on the date of commencement of the Assignment, the Agency will be entitled to charge, as the Client will be required to pay, the costs as a result of such amendments to the Client separate from the Client Rate.
7. If during the term of an Assignment the Flexworker's position changes in that such position becomes similar to lower classified work, the hourly remuneration and the Client Rate will remain unchanged. This does, however, not alter the fact that the Agency and the Flexworker must have agreed to the change in position in advance and in writing.
8. If, due to any cause attributable to the Client, the remuneration and the Client Rate have been set too low, the Agency will be entitled, even in retrospect, to determine the remuneration with retroactive effect, and to adjust and charge the Client Rate accordingly with retroactive effect. Furthermore, the Agency may charge the Client for any amounts that, as a result of the foregoing, the Client had failed to pay as well as costs incurred by the Agency as a result.

Article 14 Special Minimum Payment Obligations

The Client will, for each call of a Flexworker, pay the Agency at least the Client Rate computed in respect of three hours worked (without prejudice to the Client's other obligations vis-à-vis the Agency) if:

- the Flexworker reports for the performance of the temporary work at the agreed place and time, but the Client fails to give him the opportunity to commence the temporary work, or if he performs less than three hours of temporary work; or
- pursuant to the Assignment the scope of the temporary work is less than fifteen hours per Week and the times at which the temporary work is to be performed have not been set forth, or if the scope of the temporary work has not, or has not unambiguously, been set forth.

Article 15 Entering into an Employment Relationship with a Flexworker

General

1. The Client may enter into an employment relationship with a supplied Flexworker if and to the extent that the following provisions are complied with. For purposes of this article entering into an employment relationship with a Flexworker will be taken to mean:
 - an employment agreement, a building contract and/or an agreement for performance of professional services between the Client and the Flexworker for the same or for other work;
 - appointment of the Flexworker as a civil servant with the Client;
 - having a third party - such as another temporary employment agency - supply the relevant Flexworker to the Client for the same or for other work;
 - an employment agreement, a building contract and/or an agreement for performance of professional services between the Flexworker and a third party for the same or for other work, such third party being designated by the Client, and the third party being affiliated with the Client in a group or being a subsidiary or a parent company of the Client.For purposes of the provisions of this article a Flexworker will be understood to include a (candidate) Flexworker and the Client will be understood to include a potential Client.
2. The Client will notify the Agency in writing of its intention to enter into an employment relationship with the Flexworker prior to realising such intention. The Client is aware of the laws and regulations relating to successive terms of employment and accepts all the obligations ensuing for it from such laws and regulations. The Client will be responsible for the screening and assessment of the Flexworker's employment history. At the Client's request the Agency may - to the extent permitted by privacy and other laws and regulations - provide information on the Flexworker's employment history, but given,

inter alia, the fact that the Agency is dependent on the Flexworker for such information, the Agency does not warrant the correctness and completeness of such information.

3. The Client will not enter into an employment relationship with a Flexworker as long as the agency work employment contract between the Agency and the Flexworker has not validly been terminated.
4. If the Client enters into an employment relationship with a Flexworker in accordance with the provisions of this article, the Assignment between the Client and the Agency will end with effect from the day of commencement of such employment relationship.

Entering into an employment relationship with a Flexworker not being a special Flexworker

5. If and to the extent that the relevant Flexworker is not a special Flexworker as described in paragraph 10 of this article the following provisions (paragraphs 6-9) will apply.
6. If and to the extent that the Client enters into an employment relationship with a Flexworker supplied to it on the basis of an Assignment for an indefinite period of time, before such Flexworker has performed 1,560 hours of work based on such Assignment, 30% of the most recently prevailing Client Rate (computed in respect of the agreed number of hours) in respect of 1,560 hours less the hours already worked by the Flexworker based on such Assignment will be due by the Client.
7. If the Client enters into an employment relationship with a Flexworker supplied to it on the basis of an Assignment for a limited period of time, a fee will be due by the Client equal to 30% of the most recently prevailing Client Rate (computed in respect of the agreed number of hours) for the remaining term of the Assignment or, in the event of an Assignment that may be terminated early, for the duration of the non-observed notice period, all provided that the Client will at all times pay at least the fee referred to in paragraph 6 of this article.
8. The Client will also pay the fee referred to in paragraph 5 or paragraph 6 if the Flexworker applies for a job with the Client, directly or via third parties, within six months of termination of the Supply to the Client (irrespective of whether it was based on an Assignment for a limited or for an indefinite period of time) or if the Client approaches the Flexworker, directly or via third parties, within six months of termination of the Supply to the Client, and the Client enters into an employment relationship with the relevant Flexworker.
9. If a Client has first come into contact with a Flexworker through the intermediary of the Agency, e.g. because the Agency has introduced the Flexworker to it, and such Client enters into an employment relationship with such Flexworker within six months of such first contacts without a Supply being realised, a fee equal to 30% of the Client Rate that would have been applicable to the relevant Flexworker had the Supply been realised, for a period of 1,560 hours, will be due by the Client. The Client will also pay such fee if the Flexworker approaches the Client and/or applies for a job with the Client, directly or via third parties, as a result of which a direct or indirect employment relationship is entered into with the relevant Flexworker. In the event that the Agency and the relevant Flexworker had not yet reached agreement in respect of the amount of the latter's gross annual salary, a lumpsum of EUR 25,000, exclusive of VAT, will promptly become due by the Client to the Agency, without any further demand or notice of default being required, and without prejudice to the Agency's right to claim full damages.

Entering into an employment relationship with a special Flexworker

10. For a Flexworker introduced, brokered or supplied by or through one of the Agency's specialist labels, such as Unique Multilingual, Unique Finance and/or Unique Executive, as well as a Flexworker who is intended to perform work coming under job grade 8 or higher in accordance with the CLA, hereinafter to be referred to as a 'special Flexworker', the provisions of paragraphs 5-9 of this article will be superseded by the provisions of the following paragraphs of this article (paragraphs 11-14), unless agreed otherwise in writing between the Agency and the Client.
11. If and to the extent that the Client enters into an employment relationship with a special Flexworker supplied to it on the basis of an Assignment for an indefinite period of time, before such special Flexworker has performed 2,080 hours of work based on such Assignment, 40% of the most recently prevailing Client Rate (computed in respect of the agreed number of hours) in respect of 2,080 hours less the hours already worked by the special Flexworker based on such Assignment will be due by the Client.

12. If the Client enters into an employment relationship with a special Flexworker supplied to it on the basis of an Assignment for a limited period of time, a fee will be due by the Client equal to 40% of the most recently prevailing Client Rate (computed in respect of the agreed number of hours) for the remaining term of the Assignment or, in the event of an Assignment that may be terminated early, for the duration of the non-observed notice period, all provided that the Client will at all times pay at least the fee referred to in paragraph 11 of this article.
13. The Client will also pay the fee referred to in paragraph 11 or paragraph 12 if the special Flexworker applies for a job with the Client, directly or via third parties, within six months of termination of the Supply to the Client (irrespective of whether it was based on an Assignment for a limited or for an indefinite period of time) or if the Client approaches the special Flexworker, directly or via third parties, within six months of termination of the Supply to the Client, and the Client enters into an employment relationship with the relevant special Flexworker.
14. If a Client has first come into contact with a special Flexworker through the intermediary of the Agency, e.g. because the Agency has introduced the Flexworker to it, and such Client enters into an employment relationship with such special Flexworker within six months of such first contacts without a Supply being realised, a fee equal to 40% of the Client Rate that would have been applicable to the relevant special Flexworker had the Supply been realised, for a period of 2,080 hours, will be due by the Client. The Client will also pay such fee if the special Flexworker approaches the Client and/or applies for a job with the Client, directly or via third parties, as a result of which a direct or indirect employment relationship is entered into with the relevant special Flexworker. In the event that the parties had not yet reached agreement in respect of the amount of the Client Rate as well as the number of hours to be worked, a lumpsum of EUR 25,000, exclusive of VAT, will promptly become due by the Client to the Agency, without any further demand or notice of default being required, and without prejudice to the Agency's right to claim full damages.

Article 16 Time registration and Invoicing

1. Invoicing will be based on the time registration method agreed with the Client and furthermore based on the provisions of the Assignment or these conditions. Unless agreed otherwise in writing, time will be recorded digitally. If time is recorded digitally, the provisions of Part C of these General Conditions will also apply.
2. The Client will be responsible for correct and full time registration and will be required to supervise, or cause a third party to supervise, that the information with respect to the Flexworker included therein is stated correctly and truthfully, such information including: the Flexworker's name, the number of hours worked, overtime, unsocial hours and shift hours, the other hours in respect of which the Client Rate is due pursuant to the Assignment and the conditions, any allowances and any expenses actually incurred.
3. When providing the timesheets, the Client will ensure that the timesheets are in the Agency's possession in the week following the Week worked by the Flexworker. The Client will be responsible for the method of provision of the timesheets to the Agency.
4. Before providing the timesheets, the Client will give the Flexworker the opportunity to verify the timesheets. If and to the extent that the Flexworker disputes the information in the timesheets, the Agency may determine the hours and costs in accordance with the statement of the Flexworker, unless the Client can demonstrate that the information stated by it is correct.
5. If time is recorded using timesheets to be provided by the Flexworker, the Client will retain a copy of the timesheet. In the event of a discrepancy between the timesheet submitted by the Flexworker to the Agency and the copy retained by the Client, the timesheet submitted by the Flexworker to the Agency will be deemed to constitute full evidence for purposes of settlement, save evidence to the contrary to be provided by the Client.

Article 17 Flexworker's Intellectual and Industrial Property

1. At the Client's request, the Agency will cause the Flexworker to sign a written statement in order - to the extent necessary and possible - to realise or promote that all rights of intellectual and industrial property in the results of the work performed by the Flexworker will vest, or will be transferred to, the Client. If any fee should be due in this respect by the Agency to the Flexworker or if the Agency should otherwise incur any costs in this respect, the Client will pay an equal fee or equal costs to the Agency.
2. The Client will be free directly to enter into an agreement with the Flexworker or to submit a statement to the Flexworker for his signature in respect of the intellectual and industrial property rights referred to in paragraph 1 of this article. The Client will notify the Agency of its intention to do so and provide the Agency with a copy of the agreement or statement drawn up in that respect.
3. The Agency will not be liable to the Client for any penalty or fine to be incurred by the Flexworker or any damage on the part of the Client as a result of the fact that the Flexworker invokes any right of intellectual or industrial property or fails to perform the obligations agreed in this respect with the Agency and/or the Client.

Article 18 Flexworker's Confidentiality

1. At the Client's request, the Agency will impose upon the Flexworker the obligation to observe confidentiality with respect to all such information as may come to his knowledge in the performance of the work, unless the Flexworker is under a statutory obligation to disclose such information.
2. The Client will be free directly to impose upon the Flexworker a confidentiality obligation. The Client will notify the Agency of its intention to do so and provide the Agency with a copy of the undertaking or agreement drawn up in that respect.
3. The Agency will not be liable for any penalty, fine or damage on the part of the Client as a result of breach of the confidentiality obligation by the Flexworker, irrespective of whether the Client or the Agency has agreed any provision in that respect with the Flexworker.

Article 19 Employees' Participation

1. The Client will give a Flexworker who is a member of the Agency's works council or the Client's works council the opportunity to exercise the relevant employees' participation rights in accordance with the prevailing laws and regulations.
2. If the Flexworker exercises employees' participation rights within the Client's company, the Client will also pay the Client Rate in respect of the hours during working hours that the Flexworker performs work or takes a training course in connection with the exercise of employees' participation.
3. The Client declares to be aware of its duties to provide information pursuant to the Dutch Works Councils Act (WOR) in respect of the (expected) deployment of Flexworkers in its company. If and to the extent that, in the performance of such duties to provide information, the Client wishes to rely on information provided or to be provided by the Agency, the provision of information will not extend beyond that required pursuant to the WOR.

Article 20 Provision of Items

1. Under certain circumstances, the Client may provide items to the Flexworker for purposes of performance of the work. The Client will be required to take out adequate insurance of both the relevant items and the Flexworker as the person using them. The Agency will not be liable for any damage caused by the Flexworker to or with the relevant item or ensuing from incorrect or excessive use of the relevant item. The provision of items that could also be used for private purposes (in particular vehicles,

mobile telephones, smartphones, tablets and laptops) will require the prior written consent of the Agency, to which consent conditions may be attached.

2. Any damage, costs and tax or other consequences, all in the broadest sense, ensuing from the Client's acting contrary to the provisions of paragraph 1 of this article and/or failing to comply with the conditions attached to the consent required pursuant to paragraph 1 of this article will be at the full expense and risk of the Client. The Client will indemnify the Agency in this respect.

Article 21 WAADI-related Obligations

1. The Client expressly declares to be aware of Article 8a of the Dutch Placement of Personnel by Intermediaries Act (WAADI), and will ensure that Flexworkers have equal access to the company facilities or services within its company, in particular cafeterias, childcare and transport facilities, as the staff employed by its company, working in the same or equivalent positions, unless the difference in treatment is justified for objective reasons.
2. The Client expressly declares to be aware of Article 8b of the WAADI, and will ensure that any vacancies occurring within its company are communicated to the Flexworker in a timely and clear fashion, so as to give the Flexworker the same opportunities in respect of an employment agreement for an indefinite period of time as the employees of that company.
3. The Client expressly declares to be aware of Article 10 of the WAADI. The Agency will not be permitted to supply Flexworkers to the Client, or to any division of the Client's business, where a sit-in or other strike or lockout is in progress. The Client will fully notify the Agency in good time of any (expected) organised or non-organised collective actions, including - but not limited to - a sit-in or other strike or lockout.

Part C: Digital Processes

The provisions set forth in this part will apply in addition to the provisions of the other parts of these General Conditions if and to the extent that in the performance of the services digital processes are used, as defined in article 22, paragraph 1. In the event of conflict between the provisions of this part and the provisions of any other parts of these General Conditions, the provisions of this part will prevail.

Article 22 Additional Definitions for Digital Processes

In addition to and, where necessary, in derogation of, the definitions set forth in article 1 above, for purposes of Part C of these General Conditions, the following terms will have the following meanings:

1. **Digital Processes:** the technical resources used by the Agency in the performance of its services, to which the Client is (directly or indirectly) given access for such purposes. These processes may relate to internet portals, (interactive) websites, computer systems, time registration systems, software, links (apis), applications (apps), and email.
2. **Data and Files:** all information, texts, numbers, personal and other data, files, HTML codes, images, formats, logos, trademarks, pictorial marks, video and/or audio materials, any other materials, software, etc., all in the broadest sense, including the design, selection and organisation thereof, and irrespective of who posted them.
3. **User Name:** the Client's email address which gives the Client access to the Digital Processes.
4. **Access Code:** a combination of letters, digits and/or punctuation marks which, in combination with the Client's User Name, gives the Client access to the Digital Processes.

Terms used in singular will also include the plural and *vice versa*.

Article 23 Digital Processes and Working Method

1. For purposes of communication, data exchange and the performance of legal and other acts (such as digital approval) in the context of the provision of services by the Agency and the Client, Digital Processes may be used. In such event the Client will receive from the Agency a User Name and Access Code which it can use to log on. In derogation of the provisions of Article 3:15a (2) and (3) and Article 6:227a (1) of the Dutch Civil Code, any legal acts will be performed using the Digital Processes and the regulations set in that respect by the Agency.
2. The recording of information exchanged using the Digital Processes and the legal and other acts performed in or using the Digital Processes will be decisive in terms of contents and time of receipt and/or despatch of the information and the legal or other act performed.

Article 24 Use

1. The Client warrants that the User Name and Access Code assigned to it will be disclosed to authorised employees of the Client only. The Client may not allow third parties (not being authorised employees as referred to above) to log on. The Client will be fully liable for the use of its User Name and Access Code, irrespective of whether it has consented to such use. Any legal or other acts performed following a logon using the User Name and Access Code provided to the Client will be deemed to be legal or other acts performed by the Client, even if the Client states that such legal or other acts have incorrectly been performed and/or have been performed by an unauthorised employee or third party.
2. The Client will promptly notify the Agency of any abuse of the User Name and Access Code provided to it.

3. The Client will be required to take appropriate measures in respect of correct and uninterrupted use of, and prevention of damage to, Digital Processes, including the Data and Files contained therein. The Client's use of the Digital Processes may not cause any nuisance to the Agency or to any third parties.
4. At the Agency's request, the Client will render its cooperation in the organisation and provision of the Digital Processes to the Client.
5. The Client and the Agency will each pay their own costs of use and provision of the Digital Processes.
6. The Client will be required to use the Digital Processes in accordance with the applicable laws and regulations and the regulations and instructions given by the Agency in that respect, as amended or supplemented from time to time. At the Client's request, the Agency will have the right, but not the obligation, to provide support to the Client's use of the Digital Processes. The Client will in any event, before requesting the Agency to provide support, have made efforts to answer any questions based on the regulations and instructions provided.
7. If the Client fails to use the Digital Processes in accordance with the regulations and instructions given, the Agency will - without prejudice to its other rights - be entitled to suspend or definitively discontinue the use of the Digital Processes. If the Agency has to incur additional costs or spend additional time in connection with the provision of its services to the Client as a result of incorrect use of Digital Processes by the Client, the Agency will be entitled to charge costs in that respect.

Article 25 Virus Protection and Security

1. All activities performed by the Client using the Digital Processes must be free from viruses, worms, bots, Trojan horses or other software that may damage, delete or appropriate computerised works, Files or Data, or render them unusable or inaccessible. Furthermore, the Client may not interfere with the Digital Processes using viruses, worms, bots, Trojan horses or other software that may damage, delete or appropriate computerised works, Files or Data, or render them unusable or inaccessible.
2. The Client will be responsible for proper virus protection with respect to all devices, Data and Files used by it. In addition, the Client will secure its computer system so as to ensure that third parties cannot gain unauthorised access to such system.

Article 26 Access to Digital Processes, Malfunctions and Interruptions

1. The Agency will use its best efforts to remedy any technical failure, interruption and/or malfunction in the access to the Digital Processes as soon as possible. The Agency can, however, not warrant that its Digital Processes will at all times be accessible without any interruptions and/or malfunctions and can, therefore, not be held liable for any damage as a result of technical failure, interruption and/or malfunction in the access to the Digital Processes. Furthermore, the Agency will not be liable for any adverse interference of the Digital Processes with the system and/or the software of the Client or third parties.
2. The Agency may, either temporarily or permanently, render the Digital Processes out of operation or restrict and/or terminate the Digital Processes without any liability arising on its part for any damage that may arise as a result.

Article 27 Intellectual Property Rights in Digital Processes

1. The Client is aware that the Digital Processes including the Data and Files contained therein are the property of the Agency and/or third parties and are protected by the applicable laws on, *inter alia*, intellectual property rights (including copyrights, related rights, patents, database rights and trademark rights).

2. The Agency only grants the Client the right to use the Digital Processes including the Data and Files contained therein for purposes of communication, data exchange, and the performance of legal and other acts (such as digital approval) in the context of the Agency's provision of services to the Client and for purposes of its internal business processes. The use right will end by operation of law upon termination of the Agency's provision of services to the Client. The Client may not, in any way whatsoever, make the Digital Processes including the Data and Files contained therein available to, or use same for, any third parties.
3. Nothing in these General Conditions the Digital Processes including the Data and Files contained therein intends to grant or transfer any intellectual property right to the Client. The Client will refrain from any acts that may infringe any intellectual property right.
4. The Client may not remove, conceal, modify or render illegible any communications and/or notices relating to any intellectual property right.
5. The Client's intellectual property rights (including copyrights, related rights, patents and trademark rights) in any data and files made available by or on behalf of it will not pass to the Agency as a result of provision thereof in the Digital Processes.
6. By providing data and files in the Digital Processes the Client accepts the risk that third parties may (wrongfully) use or abuse such data and files, all without any liability arising on the Agency's part.
7. The Client will fully indemnify the Agency against any third-party claims in any way whatsoever resulting from and/or connected with:
 - a. the provision and/or use of Data and Files in the Digital Processes; and/or
 - b. the provision and/or use of the Client's data and files.The Client will compensate the Agency for any costs incurred (including actual costs of legal assistance) in connection with any such claims.

Article 28 Monitoring

1. To safeguard the quality of the Digital Processes and/or the services to the extent possible, the Agency may cause random checks to be carried out.
2. The Agency will cause such random checks to be carried out by one or more third parties selected by it, for which purpose such third parties will be given access to the Data and Files provided using the Digital Processes. By providing Data and Files using the Digital Processes the Client expressly agrees to the foregoing. The Agency will require the third parties engaged by it to observe confidentiality in respect of the Data and Files.

Article 29 On-site Items and Items on Loan

If, for purposes of the Digital Processes, any items are installed on the premises of the Client or a third party designated by it and/or items are given on loan, the following provisions will apply:

1. The Client will be responsible, at its own expense and risk, for items such as connections to power supply, network connections and location.
2. The Client will be responsible for the maintenance of the items in accordance with the user instructions provided.
3. Any damage to, or loss or theft of, the items given on loan will be at the expense and risk of the Client.
4. If the items do not perform properly and need to be repaired, the associated costs will be payable by the Agency, unless:
 - a. at the Agency's discretion, the items have been improperly and/or injudiciously used by the Client, its employees, the Flexworkers and/or third parties;
 - b. the Client as performed, or caused third parties to perform, work on the items without the Agency's consent.
5. The use right in respect of the items will end, unless an earlier date has been agreed, upon termination of the Agency's provision of services to the Client. In such even the Client will, at its own expense,

return the items to the Agency in good condition. If the items are not returned to the Agency, or are not returned punctually, fully and/or in good condition, the costs of replacement of the items will be payable by the Client.

6. The items will expressly not become the property of the Client. The Client will not be authorised to pledge the items to third parties, or otherwise encumber the items or transfer all or part of the items to any third parties.
7. The intellectual property rights (including copyrights, related rights, patents, database rights and trademark rights) in the items and the connected knowhow will be owned by the Agency and/or the third parties engaged by it.

Part D: Recruitment and Selection

The provisions set forth in this part will apply in addition to the provisions of Part A and Part E of these General Conditions, if and to the extent that recruitment and selection services are, or are intended to be, provided as defined in article 30, paragraph 4. In the event of conflict between the provisions of this part and the provisions of Part A and Part E of these General Conditions, recruitment and selection, or proposed recruitment and selection, will be subject to the provisions of this part.

Article 30 Additional Definitions for Recruitment and Selection

In addition to and, where necessary, in derogation of, the definitions set forth in article 1 above, for purposes of Part D of these General Conditions, the following terms will have the following meanings:

1. Fee: the fee due by the Client to the Agency after completion of the Assignment for Recruitment and Selection.
2. Candidate: the private individual recruited and selected by the Agency for the Client pursuant to an Assignment.
3. Assignment: the agreement between the Client and the Agency pursuant to which the Agency recruits and selects one or more Candidates.
4. Recruitment and Selection: based on information provided by the Client searching for and approaching suitable Candidates for a vacancy to be filled at the Client's or for work or services to be performed at the Client's, for purposes other than Supply of a Flexworker to the Client to perform work based on an Assignment given by the Client to the Agency under the Client's management and supervision.

Terms used in singular will also include the plural and *vice versa*.

Article 31 Fee

1. The Fee due in respect of Assignments will consist of a percentage, subsequently to be determined, of the selected Candidate's all-inclusive gross annual earnings based on full-time employment, as it will prevail between the Candidate and the Client after the Candidate enters the Client's employment. The selected Candidate's all-inclusive gross annual earnings will be taken to include all income components, such as the annual salary, holiday allowance, 13th, 14th and/or 15th month's salary, fixed annual bonus, profit-sharing bonus, commission, guaranteed commission and the addition to his taxable income for items provided (including a company car). The amount of the annual earnings will be computed based on full-time employment as prevailing at the Client's, irrespective of whether the Candidate enters the Client's employment on a full-time or part-time basis. For the purpose of computing the amount of the commission or profit-sharing bonus, the targets to be met will be deemed to have been met in full. If such a computation is not possible, an amount of EUR 6,000 will be added to the income for each scheme (profit-sharing and/or commission).
2. If and to the extent that a selected Candidate will perform work and/or services directly for the Client without entering the Client's employment, the Fee due in respect of a Recruitment and Selection Assignment will consist of a percentage of the Candidate's all-inclusive rate for the work or services to be performed by him, on an annual basis and based on a 40-hour week. If such a computation is not possible, the Fee to be paid will be set at an amount of at least EUR 15,000.
3. The Fee will include the costs of the selection procedure performed by the Agency. Any additional costs, such as the travel expenses incurred by the selected Candidate or Candidates in connection with

interviews conducted at the Client's, costs in connection with a psychological or other test, if any, and costs of advertisements will be paid by the Client.

4. If the Assignment is withdrawn after the Agency has introduced a selection of one or more Candidates, the hours already invested will be charged at an hourly rate of EUR 100, exclusive of VAT, subject to a minimum of EUR 1,000, exclusive of VAT.
5. If and to the extent that after performance of the Assignment no employment or other agreement should be formed between the Candidate and the Client, the Fee referred to above will nevertheless be due by the Client. Furthermore, in the event of termination of the employment or other agreement, or the provision of the services, the Client will pay the Fee and any Fee already paid will not be refunded.

Article 32 Choice of Candidate

The Agency will use its knowledge of the labour market in its search for a suitable Candidate for the position indicated by the Client and/or the work to be performed at the Client's. In this respect the Agency will be under an obligation vis-à-vis the Client to perform to the best of its ability. It will at all times be the Client who decides whether or not it wishes to offer an employment or other agreement to a Candidate selected by the Agency.

Article 33 Entering into a Direct (Employment) Agreement with a Candidate

The Client may not employ a Candidate offered or otherwise introduced by the Agency, or cause such Candidate directly or indirectly to perform work, within six months of withdrawal, cancellation, termination or failure of the Assignment for Recruitment and Selection in respect of the Candidate introduced. In the event of breach, or failure to perform, this obligation an amount of EUR 25,000, exclusive of VAT, will be charged to the Client by the Agency, without prejudice to the Agency's right to claim full damages.

Part E: General Provisions

The provisions set forth in this part will apply in addition to the provisions of Parts A to D inclusive of these General Conditions. In the event of conflict between the provisions set forth in this part and the provisions of Part A, Part B, Part C or Part D of these General Conditions, the provisions in the relevant part (A-D) will prevail.

Article 34 Definitions

In addition to and, where necessary, in derogation of, the definitions set forth in article 1 above, for purposes of Part E of these General Conditions, the following terms will have the following meanings:

1. Flexworker: any private individual who has entered into an employment agreement within the meaning of Article 7:690 of the Dutch Civil Code with the Agency in order to perform work for the Client under the Client's management and supervision, as well as any other private individual who is introduced pursuant to an assignment as referred to in article 3, paragraph 5, of these General Conditions.
2. Candidate: the private individual recruited and selected by the Agency for the Client pursuant to an assignment as referred to in article 30, paragraph 3, of these General Conditions.
3. Assignment: an agreement as referred to in article 3, paragraph 5, or article 30, paragraph 3, of these General Conditions.

Terms used in singular will also include the plural and *vice versa*.

Article 35 Prevention of Impermissible Discrimination

Neither the Client nor the Agency will engage in prohibited discrimination based on religion, personal beliefs, political opinion, sex, race, nationality, sexual preference, civil status, handicap, chronic disease, age, or any ground whatsoever. The Client and the Agency will set or consider only job-related requirements in giving or performing, as applicable, the assignment, and in the selection and treatment of Flexworkers and Candidates.

Article 36 Personal Data

1. The Client will keep confidential all registered personal and other data of a Flexworker and/or Candidate to be disclosed by the Agency prior to and during the Assignment, and more in particular process such data in accordance with the Dutch Personal Data Protection Act [*Wet Bescherming Persoonsgegevens*] and related laws and regulations.
2. The Client will not require any information from the Agency that the Agency is not authorised to provide. The Client will be responsible for the processing of the data provided by the Agency to the Client. The Client will ensure that personal data will be provided by or on behalf of it to the Agency only if and to the extent that the Client is authorised to do so.
3. The Client will indemnify the Agency against any claim (by Flexworkers, Candidates, staff of clients or other third parties) against the Agency in connection with violation of the obligations imposed on the Client pursuant to the provisions of paragraphs 1 and/or 2 of this article, and will compensate any related costs incurred by the Agency.
4. The personal data provided by the Client to the Agency will be processed in accordance with the privacy statement of USG People N.V. for the following purposes:
 - to allow the Client to use the Agency's services;
 - to be able to enter into, and maintain, a business relationship with the Client;
 - to agree and/or be able to perform, or cause third parties to perform, assignments;
 - to inform the Client about our services and other activities (e.g. by email, newsletters and business magazines) and to be able to make offers to the Client;

- to be able to comply with applicable laws and regulations;
- to be able to give the Client access to, and allow the Client to use, closed web environments, portals and intranet environments;
- to inform the Client about the products and/or services of the Agency's carefully selected partners by posting information in that respect on our websites or by including information in that respect in newsletters, business magazines, etc.

The Agency will be entitled to amend the privacy statement, including the purposes of processing. The most recent privacy statement can be viewed on the Agency's website and will at all times be leading.

Article 37 Client's Verification and Retention Duty

The Client declares to be aware of the laws and regulations on establishing the identity of persons working for its company. The Client is under the obligation to identify of any person working for it (including Flexworkers and Candidates) and will, to that end, carefully verify an original identity document within the meaning of Section 1 (1) to (3) inclusive of the Dutch Compulsory Identification Act [*Wet op de Identificatieplicht*]. Furthermore, the Client is under the obligation to verify whether the person involved is authorised to perform work in the European Netherlands. If the person involved is a foreigner within the meaning of Section 15 of the Dutch Foreign Nationals (Employment) Act [*Wet arbeid vreemdelingen*], the Client is to include a copy of the original identity document in its files.

Article 38 Information and Confidentiality

1. The Client will be under the obligation to provide the Agency, free of charge, with all such information as may be necessary and otherwise render all such cooperation as the Agency may reasonably require in order to enable the Agency properly to perform the Assignment and/or other agreement.
2. Unless agreed otherwise in writing, the Agency will be entitled, when, or for the purpose of, recruiting candidates, to use the trade or other name of the Client and the latter's pictorial marks and/or logos.
3. Any information provided by the Agency, other than in the course of an assignment, other agreement or invoice, to the Client, free of charge, such as presentations, reports and suggestions, are intended for the Client's information only. No rights can be derived from the correctness and/or completeness of any such information.
4. Neither the Agency nor the Client will provide to third parties any confidential information from or about the other party, its activities or relations, that has come to their knowledge pursuant to, or in connection with, the Assignment, unless - and then only to the extent that - provision of such information is required for the proper performance of the Assignment or either party is subject to a statutory duty to disclose.

Article 39 Agency's Obligation to Perform to the Best of its Ability and Liability

1. The Agency will be under an obligation to perform the Assignment and/or other agreements to the best of its ability. If and to the extent that the Agency fails to perform such obligation, the Agency will, with due observance of the provisions of paragraphs 2 and 3 and elsewhere in these General Conditions, the Assignment and/or other agreements, be liable to compensate any direct damage ensuing for the Client, provided that the Client files a complaint in that respect with the Agency as soon as possible, but not later than 14 days after such damage has occurred or has become known, demonstrating that the damage is the direct result of attributable failure on the part of the Agency.
2. In no event will the Agency be liable for any indirect damage, including consequential damage, lost profits, lost savings, penalties, damage to image, and damage as a result of business interruption.
3. Any liability on the part of the Agency that may result from these General Conditions, the Assignment and/or other agreements and/or the law will be limited to the Client Rate to be charged by the Agency to

the Client for the performance of the Assignment, all in respect of the agreed duration of the Assignment, to a maximum of three months and - where an assignment for the Supply of a Flexworker is concerned - the agreed number of working hours. In no event will the maximum amount to be paid by the Agency exceed EUR 100,000 per calendar year.

Article 40 Payment and Consequences of Default

1. Invoices will be sent either by post or in digital form. The Client will be under the obligation to pay each invoice submitted by the Agency with 14 calendar days of the date of the invoice.
2. If an invoice has not been paid within the applicable term, the Client will be in default by operation of law, without any notice of default being required, and pay interest equal to 1% per calendar month, part of a month being counted as a full month. The copy in the Agency's possession of the invoice sent by the Agency will be deemed to constitute full evidence of the interest being due and payable and of the day with effect from which interest is accrued.
3. If, despite repeated reminder, the Client remains in default of payment of an invoice, and the Agency has initiated a collection procedure in respect of such invoice, the (remaining) payment period of any invoices dated after the date of the invoice in respect of which the Client is in default will, from then on - in derogation of the provisions of paragraphs 1 and 2 of this article - be 0 days. Therefore, in such event those invoices will become immediately due and payable.
4. The Client will not be entitled to suspension of payment or setoff.
5. Only payments made to the Agency or to a third party designated by the Agency in writing will lead to discharge. Payments made to Flexworkers or the provision of advance payments to Flexworkers will not be binding and will in no event constitute ground for debt redemption or setoff.
6. Any objections to an invoice are to be filed with the Agency in writing within 14 calendar days of the date of the invoice, accurately stating the reasons. The burden of proof in respect of timely filing of the objection will be on the Client.
7. In the event that an invoice does not correspond with the Client's accounting records in respect of the services provided by the Agency, and the Client files an objection in accordance with the provisions of paragraph 6 of this article within the term set in such paragraph, the parties will consult promptly upon receipt of the objection. Pending the result of such consultation, the Client will pay the undisputed part of the invoice to the Agency within 14 days of the date of the invoice. As soon as the Client and the Agency have reached agreement on the relevant invoice, they will settle the remaining invoice amount within 8 days. If the Client and the Agency fail to reach agreement within 14 days of the due date of the invoice, the Agency will be entitled to proceed to collection of the invoice and the provisions of paragraph 3 of this article will fully apply.
8. If, at the Agency's discretion, the Client's financial position and/or payment record give rise thereto, the Client will, at the Agency's request, make an advance payment and/or provide adequate security, by means of a bank guarantee, right of pledge or otherwise, for performance of its obligations vis-à-vis the Agency. Security may be required both for existing and for future obligations; an advance payment may be required only for future obligations. The scope of the required security and/or advance payment must be in proportion to the scope of the Client's relevant obligations. If the Client fails to make said advance payment or to provide the required security within the term set by the Agency, the Client will be in default, without any further notice of default being required, as a result of which the Agency will be entitled to suspend performance of all its obligations or to terminate all Assignments and/or other agreements with the Client without any liability arising on its part to pay damages to the Client. All the Agency's claims will become immediately due and payable as a result of any such termination.
9. The Client will be fully responsible for all judicial and extrajudicial costs (of collection) incurred by the Agency as a result of failure on the part of the Client to perform its obligations under this article or any other obligation. The compensation of extrajudicial costs in this respect is fixed at 15% of the principal sum due inclusive of VAT and interest (subject to a minimum of EUR 2,500 per claim), unless the costs incurred by the Agency are demonstrably higher. The fixed compensation will be due and payable by

the Client each time that the Client is in default and be charged without any further evidence being required.

Article 41 Self-billing and Pro Forma Invoicing

'Self-billing' will be taken to mean the provision by the Client to the Agency of an invoice. 'Pro forma invoicing' will be taken to mean the provision by the Client to the Agency of a pro forma invoice in advance, followed by an invoice from the Agency to the Client. Only if and to the extent that self-billing or pro forma invoicing has been agreed on in writing between the Client and the Agency will the provisions of the following paragraphs apply in addition to the provisions of article 40 of these General Conditions:

1. The Client will send the Agency weekly invoices relating to the preceding week, corresponding with the time registration data.
2. An invoice with respect to Assignments will in any event include the following information:
 - the name of the Flexworker;
 - the week in which the Flexworker has worked;
 - the hourly rate;
 - the hours worked;
 - expense and other allowances, if any;
 - allowance for reduction of working hours, if separately invoiced;
 - the total amount per Flexworker;
 - the VAT and the total amount invoiced.
3. The Agency will verify the invoice. Subsequently, the Agency will notify the Client whether or not the invoice corresponds with the time registration data and is in accordance with the provisions of paragraph 2 of this article. If the invoice does not correspond with the time registration data and/or is not in accordance with the provisions of paragraph 2 of this article, the Client will be responsible for correction of the invoice so as to correspond with the time registration data and to be in accordance with the provisions of paragraph 2 of this article, and for sending the corrected invoice to the Agency not later than the week in which the Agency has notified the Client in this respect.
4. If pro forma invoicing has been agreed, the Agency will, upon receipt of a correct pro forma invoice, send the Client an identical invoice for the total amount stating the relevant week number.
5. If and to the extent that the Client fails to perform its obligations to send invoices as referred to in paragraph 1-3 of this article, the Agency may invoice the Client even without receipt of an invoice. If the invoice is to state data for which the Agency depends on the Client to receive information and the Client fails, or fails punctually and/or fully, to provide such information to the Agency, the Agency may send the invoices to the Client without stating the relevant data. In such event the invoice will be deemed to be complete.

Article 42 Client's Liability

In the event of failure by the Client to perform, or properly perform, the obligations ensuing for it from these General Conditions, any Assignments and/or other agreements, the Client will be liable to compensate any damage suffered by the Agency as a result (including all costs, such as costs of legal assistance and penalties), without any prior notice of default being required. If necessary, the Client will indemnify the Agency in that respect. All this without prejudice to the Agency's right to bring other claims, such as dissolution. The provisions of this article will generally apply, both - supplementary to the extent necessary - with respect to subjects for which the liability to pay damages has already been provided for separately in these General Conditions, any Assignments and/or other agreements and with respect to subjects for which it has not.

Article 43 Applicable Law and Choice of Forum

1. These General Conditions and any offers, assignments and other agreements related hereto will be governed exclusively by the laws of the Netherlands.
2. Any disputes that may arise as a result of, or in connection with, a legal relationship between the parties that is governed by these General Conditions will in the first instance be decided exclusively by the competent court in the district of the Central Netherlands.

Article 44 Final Provisions

1. If any of the provisions of these General Conditions are void or should become voidable, the other provisions of these General Conditions, any Assignments and/or other agreements will remain in effect. The invalid or unenforceable provisions will be replaced by provisions the intention of which is as close to that of the provisions to be replaced as possible.
2. The Agency will be entitled to assign its rights and obligations under the Assignment, these General Conditions and/or any other agreements to a third party and engage third parties in the provision of its services. The Client may not assign its rights and obligations under the Assignment, these General Conditions and/or any other agreements to any third party. This prohibition will have effect under property law.
3. Notice of dissolution is to be given in writing by registered post, stating the grounds for dissolution. Dissolution will not lead to any obligations to undo performances. The Agency will not be liable to the Client in any way whatsoever for damages as a result of dissolution.
4. In the event of extraordinary circumstances (such as developments in laws and regulations and in CLAs), irrespective of whether such extraordinary circumstances were foreseeable or unforeseeable, as a result of which the Agency cannot reasonably be required to continue the Assignment and/or any other agreement on the same conditions, the Agency will be entitled to adjust or terminate the Assignment and/or the relevant other agreement with immediate effect, without any liability arising on its part to pay damages to the Client on account of such adjustment or termination.