



General Terms and Conditions



General Terms and Conditions of Stud Studentenuitzendbureau B.V.
For the recruitment, selection and provision of agency workers

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Introduction

This text contains the general terms and conditions of Stud Studentenuitzendbureau B.V. (referred to, in short, as “Stud” or “the Employment Agency”). Stud is a member of the NBBU, the Dutch Association of Intermediary Organisations and Temporary Employment Agencies. The general terms and conditions used by Stud are based on the model general terms and conditions of the NBBU.

The general terms and conditions consist of a general section with universal provisions (Chapter 1), followed by chapters with provisions that specifically apply to placement and payroll services (Chapter 2) and recruitment and selection (Chapter 3).

Chapter 1 – General provisions

Article 1 – Definitions

In these general terms and conditions, the following terms have the following meanings:

- 1.1 **Employment Agency:** the private company with limited liability Stud Studentenuitzendbureau B.V. in Delft, which performs work on the instructions of a client and for a remuneration, such as the provision of agency workers (or where applicable: payroll workers) or the provision of intermediary services as part of an assignment for the recruitment and selection of workers.
- 1.2 **Client:** every natural person or legal entity which through the intermediary of the employment agency wants to be provided with agency workers or payroll workers, which uses the recruitment and selection service, or which provides any other assignment of whatever nature to or concludes any other agreement of whatever nature with the employment agency.
- 1.3 **Borrowed worker:** an agency worker or a payroll worker provided by the employment agency to the client.
- 1.4 **Agency worker:** every natural person who through the intermediary of the employment agency is provided on the basis of an agency work employment contract and performs or will be performing work under the management and supervision of a client.
- 1.5 **Agency work employment contract:** the employment contract between the employment agency and the agency worker, under which the agency worker is provided to a client for the performance of work, pursuant to a temporary employment agreement concluded with the agency, under the management and supervision of that client.
- 1.6 **Temporary employment agreement:** the agreement between the employment agency and the client, in which the specific conditions are recorded on which an agency worker (or as the case may be a payroll worker) is provided for the performance of work under the management and supervision of the client.
- 1.7 **Payroll worker:** the agency worker who is provided by the employment agency to the client on the basis of a payroll agreement.
- 1.8 **Payroll agreement:** the agency work employment contract for which the temporary employment agreement between the employment agency and the client was not formed in the context of bringing together demand and supply in the labour market (no ‘allocation’ took place) and under which the employment agency is only authorised to provide the payroll worker to a third party with permission from the hirer (‘exclusivity’).
- 1.9 **NBBU CLA:** the Collective Labour Agreement for Agency Workers concluded between the NBBU on the one hand and the relevant employees’ organisations on the other hand.
- 1.10 **Wage ratio regulation/user company remuneration:** the provision included in the NBBU CLA imposing the obligation to ensure that the wage and the remunerations of the agency worker - as regards the components specifically indicated in the NBBU CLA - are at least equal to the wage and the remunerations granted to employees working in equal or equivalent positions in the client’s employment.
- 1.11 **Hirer CLA:** all employment conditions to which employees in the client’s employment are entitled on the basis of the CLA and (other) remuneration schemes applicable in the company or industry of the client.
- 1.12 **Payroll remuneration:** the statutory obligation to grant payroll workers the entire package of employment conditions under the Hirer CLA, with the exception of pension.
- 1.13 **Client’s rate:** the rate - excluding allowances, expense allowances and VAT - owed by the client to the employment agency in connection with the provision of an agency worker or a payroll worker. This

includes the costs of labour per unit of time, including wage costs, wage tax and national insurance contributions, social security contributions, and a margin for the services of the employment agency.

- 1.14 **Recruitment & selection** (or R&S): intermediary services, provided on the instruction of a client and for a remuneration, for the placement of workers for the purpose of direct entry by the worker into the client's employment.

Article 2 – Applicability of these terms and conditions

- 2.1 These terms and conditions apply to every offer made by the employment agency to the client, and to every agreement concluded between the employment agency and the client, to which these terms and conditions have been declared applicable, and to the provisions and services of whatever nature arising therefrom between the employment agency and the client, insofar as these terms and conditions have not expressly been deviated from by the parties.
- 2.2 The client with whom a contract has once been concluded subject to these terms and conditions, is deemed to be aware of their contents and tacitly agrees to the applicability thereof to an agreement concluded with the employment agency at a later time.
- 2.3 All offers are free of obligation, regardless of the way in which they were made.
- 2.4 Any conditions of purchase or other terms and conditions of the client do not apply and are expressly rejected by the employment agency.
- 2.5 Agreements that deviate from these general terms and conditions only apply if agreed in writing in a legally valid manner, and exclusively apply to that assignment.
- 2.6 If one or more provisions of these general terms and conditions are void or annulled at any time, the other general terms and conditions will remain in force. In that case, the parties will enter into consultations to agree new provisions replacing the void or annulled provisions, that are in line with the intentions of the parties at the time of entering into the agreement.
- 2.7 If the employment agency does not always require strict compliance with these general terms and conditions or if it deviates therefrom or allows deviations therefrom for one or multiple assignments, this does not mean that the employment agency will lose its right to demand strict compliance with the provisions of these general terms and conditions in other cases.
- 2.8 These general terms and conditions may be amended or supplemented at any time. After written notification of the amendment, including its commencement date, the new general terms and conditions will also apply with regard to agreements already concluded. The latest version, as filed with the Chamber of Commerce and found on the website of the employment agency, will always apply. In that case, the client will be entitled to cancel assignments already provided but not (partially) executed, within 7 calendar days after this amendment.

Article 3 – Formation of the temporary employment agreement

- 3.1 The temporary employment agreement is formed by written acceptance by the client or by the actual provision by the employment agency of agency workers or payroll workers to the client.
- 3.2 Specific conditions on which a worker is provided by the employment agency to the client have been included in the temporary employment agreement.
- 3.3 Amendments or supplements to the temporary employment agreement will only take effect after they have been confirmed by the employment agency in writing.

Article 4 – Selection of candidates

- 4.1 The candidate or candidates to be proposed are selected by the employment agency based on education, experience, knowledge and skills on the one hand and job requirements provided by the client on the other hand.
- 4.2 The client will only set job-relevant requirements when providing the assignment and in the selection of and dealings with borrowed workers or R&S candidates.
- 4.3 Non-job-relevant requirements are in particular taken to mean requirements that may result in a prohibited distinction and/or direct or indirect discrimination, such as requirements related to religion, personal beliefs, political affiliation, gender, race, nationality, sexual orientation, civil status, disability, chronic illness or age. Such criteria will not be met by the employment agency, unless they are stipulated in the context of a target group policy that meets all legal requirements, with the aim of promoting equal participation in the labour force.

Article 5 - Payment conditions

- 5.1 Unless agreed otherwise in writing, payment of everything owed by the client to the employment agency shall be made by the client without any deduction, discount or set-off, within 30 days of the invoice date. The value date on the bank statement of the employment agency is decisive and will be regarded as the payment date.
- 5.2 Only payment to the employment agency or a third party expressly designated by the employment agency in writing clears the debt. Payment by the client to an agency worker, payroll worker or any other third party is not binding in respect of the employment agency and will never constitute a ground for set-off, deduction or payment for whatever reason.
- 5.3 If the client has objections to the invoice received, the client shall communicate these objections to the employment agency in writing within 10 days of the invoice date, in the absence of which the accuracy of the invoice will be established.
- 5.4 The client may ask the employment agency to enter into consultations with regard to the possibility for the client to pay a percentage to be further determined of the amount invoiced into the G account of the employment agency.
- 5.5 If the client fails to pay the invoice within the payment term, the client will be in default by operation of law, without any previous notice of default being required. In that case, the client will owe a contractual interest of 1% per month or part of a month over everything it owes at the time, from the day of default until the time of payment of the full amount owed.
- 5.6 All costs, both judicial and extrajudicial, to be incurred by the employment agency for enforcing its rights will fully be borne by the client. The compensation for extrajudicial costs is set at 15% of the principal sum owed including VAT and interest – unless the employment agency has demonstrably incurred higher costs – with a minimum of € 500 per claim. Whenever the client is in default, this compensation will be owed by the client and may be charged without any further proof.
- 5.7 Unless indicated otherwise by the employment agency, payments made by the client will first be applied to settle the costs and interest owed, and then to settle the principal sums and accrued interest, with older debts taking precedence over the newer ones.
- 5.8 In case the employment agency requires a direct debit collection, the client will provide the employment agency with a written authorisation to debit the invoice amounts from the client's bank account within the agreed period. The parties will use a SEPA authorisation form for this purpose.
- 5.9 If the client fails to comply with the payment conditions of this article, the employment agency will be entitled to suspend all or part of its obligations towards the client under the assignment and/or to dissolve the assignment with the client in whole or in part. In that case, the client will be liable for the damage suffered and costs incurred by the employment agency.
- 5.10 In the case of dissolution, termination or suspension, the employment agency will never be obliged to pay any form of compensation to the client.

Article 6 - Termination

- 6.1 If a party fails to meet its obligations under the temporary employment agreement, the other party - in addition to what was stipulated in the temporary employment agreement - will be entitled to terminate all or part of the temporary employment agreement without the necessity of court proceedings, by means of a registered letter. Termination will only take effect after the party that has failed to meet its obligations has been given the opportunity to remedy the failure and has been given a reasonable period for doing so, and performance has not been forthcoming.
- 6.2 In addition, the one party will be entitled, without any demand or notice of default being required, to terminate all or part of the temporary employment agreement without the necessity of court proceedings, with immediate effect and by means of a registered letter, if:
 - a. the other party applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments;
 - b. the other party applies for its own bankruptcy or is declared bankrupt;
 - c. the employment agency of the other party is discontinued or liquidated;
 - d. through no fault of the one party, a substantial part of the other party's assets are attached, or if the other party must otherwise be deemed unable to meet the obligations under the temporary employment agreement any longer.
- 6.3 If at the time of termination the client has already received performances for the execution of the temporary employment agreement, the client will only be able to terminate part of the temporary employment agreement, namely only that part that has not yet been executed by or on behalf of the

employment agency.

- 6.4 Amounts invoiced by the employment agency to the client before termination of the temporary employment agreement in connection with performances already delivered for the execution of the temporary employment agreement will continue to be fully owed by the client to the employment agency and will become immediately due and payable at the time of termination.

Article 7 - Liability

- 7.1 The employment agency is not obliged to pay any compensation for damage of whatever nature, direct or indirect, related to a temporary employment agreement, if such damage has arisen as a result of:
- a. The provision by the employment agency to the client;
 - b. Unilateral termination of the agreement by the agency worker or payroll worker;
 - c. acts or omissions by the borrowed worker, the client itself or a third party;
 - d. Making a borrowed worker available by the client to a third party without written permission from the employment agency.
- 7.2 The employment agency will never be liable for indirect damage such as consequential damage, lost profit and missed savings.
- 7.3 Any liability on the part of the employment agency will in any case, per event, be limited to:
- a. The amount paid out by the insurance of the employment agency, or;
 - b. If the employment agency is not insured for the damage in question or the insurance does not pay out or only pays out part of the damage amount, no more than the amount invoiced by the employment agency to the client in the month preceding the damage report.
- 7.4 The employment agency is at all times entitled, if and insofar as possible, to remedy any damage suffered by the client. This also includes the right of the employment agency to take measures that may prevent or mitigate any damage.
- 7.5 In addition to the other provisions of these terms and conditions, the client will be in default by operation of law if the client fails to meet the obligations arising for it from these general terms and conditions, assignments and/or other agreements, or fails to meet them properly;
- a. The client is obliged to compensate all damage arising therefrom for the employment agency. The provisions of this article generally apply, both - where necessary additionally - with regard to subjects for which the obligation to pay compensation has already been arranged in these general terms and conditions, assignments and/or other agreements, and with regard to subjects for which this is not the case.
- 7.6 During the term of the assignment, the client is liable for the damage suffered by the employment agency, the agency worker and/or third parties as a result of acts and/or omissions by the agency worker.
- 7.7 If a workplace accident leads to the death of the borrowed worker, the client will be obliged to compensate damage (including the costs of legal assistance and any other costs) in accordance with Book 6, article 108 of the Dutch Civil Code to the persons referred to in that article, and indemnify the employment agency against all damage for which it is held liable.
- 7.8 The client is obliged to take out adequate liability insurance for all direct and indirect damage as referred to in the previous paragraphs of this article. At a request of the employment agency, the client provides proof of this (copy of the policy or an insurance certificate).
- 7.9 The client will indemnify the employment agency against any claims by the borrowed worker or third parties for compensation of damage as referred to in paragraph 1 of this article.
- 7.10 The limitations of liability included in paragraphs 1 and 2 of this article do not apply in the event of intent or gross negligence on the part of the employment agency and/or its managerial staff.

Article 8 - Force majeure

- 8.1 In the event of force majeure on the part of the employment agency, its obligations under the temporary employment agreement will be suspended for as long as the force majeure lasts. Force majeure is taken to mean every situation or circumstance beyond the employment agency's control that permanently or temporarily prevents performance of the temporary employment agreement and for which the employment agency should not be accountable by law or by standards of reasonableness and fairness.
- 8.2 Insofar as not already included in this definition, force majeure is also taken to mean: work strike, factory occupation, blockade, embargo, government measures, war, threat of war, revolution, riot, terrorist acts, power cut, breakdowns in the electronic communication lines, fire, explosion, water damage, flood,

earthquake, natural disasters, extreme weather conditions, epidemics, and all calamities and situations comparable to the aforementioned examples.

- 8.3 If the force majeure has lasted for a period of three months, or as soon as it is established that the force majeure will last longer than three months, each of the parties will be entitled to terminate the temporary employment agreement early without observing any notice period. Even after such termination of the temporary employment agreement, the client will be obliged to pay the fees owed to the employment agency insofar as they pertain to the period before the force majeure.
- 8.4 During the period of force majeure, the employment agency is not obliged to compensate any damage of or at the client, nor is it obliged to do so after termination of the temporary employment agreement as referred to in the previous paragraph.

Article 9 – Confidentiality

- 9.1 The parties undertake to observe strict confidentiality with regard to each other's activities, relations and other data of which it is clear that they are confidential. This expressly also includes all data provided by the employment agency to the client with regard to prospective borrowed workers and R&S candidates. All this applies unless (and insofar as) provision of that information is necessary for the proper execution of the agreement or a party is under a legal obligation to disclose.
- 9.2 The client is free to ask the borrowed worker to sign a confidentiality statement. The client informs the employment agency about its intention in this regard and provides the employment agency with a copy of the statement drawn up in that connection.
- 9.3 The employment agency is not liable for any penalty or incremental penalty payment incurred or damage suffered by the client as a result of a violation by the borrowed worker of an obligation of confidentiality.

Article 10 – Intellectual and industrial property

- 10.1 At the client's request, the employment agency will have the borrowed worker sign a written statement to ensure – insofar as necessary and possible – that all intellectual and industrial property rights to the results of the borrowed worker's activities will accrue and be transferred to the client. If the employment agency owes the borrowed worker a fee or otherwise has to incur costs in this connection, the client will owe the employment agency an equal fee or as the case may be a compensation equal to these costs.
- 10.2 In addition, the client is also free to enter into an agreement with the borrowed worker directly or submit a statement to him for signature with regard to the intellectual and industrial property rights referred to in paragraph 1 of this article. The client informs the employment agency about its intention in this regard and provides the employment agency with a copy of the agreement/statement drawn up in this connection.
- 10.3 The employment agency is not liable for any penalty or incremental penalty payment owed by the borrowed worker or any damage suffered by the client as a result of the fact that the borrowed worker invokes any intellectual and/or industrial property right.

Article 11 – Applicable law and choice of forum

- 11.1 Dutch law applies to these general terms and conditions and the overall legal relationship between the employment agency and the client.
- 11.2 All disputes arising from or related to a legal relationship between the parties will in the first instance exclusively be resolved by the competent court of the district in which the employment agency has its registered office, unless mandatory legal provisions prevent this. Nevertheless, the employment agency will at all times be entitled to submit the dispute to the court that has jurisdiction according to the law.

Article 12 – Final provisions

- 12.1 If any provision of these terms and conditions is void or annulled, the other provisions of these terms and conditions will remain in full force and effect, and the parties will enter into consultations in order to agree new provisions to replace the void or annulled provisions, while taking the purpose and purport of the void or annulled provision into account as far as possible.
- 12.2 The agency is entitled to assign its rights and obligations under a temporary employment agreement to a third party. Unless agreed otherwise in writing, the hirer is not permitted to assign its rights and obligations under a temporary employment agreement to a third party.

Chapter 2 – The provision of workers (placement or payroll)

Article 13 – The temporary employment agreement

- 13.1 The provisions of this chapter pertain to all forms of borrowing of workers provided by the employment agency to the client (both agency workers and payroll workers), unless a provision indicates that it specifically pertains to an agency worker or a payroll worker only. The relevant definitions have been listed in Article 1 and are based on Book 7, articles 690 and 692 of the Dutch Civil Code.
- 13.2 The client is obliged to inform the employment agency in time and in full about the employment history known to it of every borrowed worker, insofar as there is or could be a successive term of employment within the meaning of Book 7, article 668a of the Dutch Civil Code.
- 13.3 The worker provided will always work under the management, supervision and responsibility of the client.
- 13.4 Without written permission from the employment agency, the client will not in its turn make the worker hired by it available to a third party to work under the management and supervision of this third party. A third party is also taken to mean a (legal) person with whom the client is affiliated in a group. Violation of this provision results in the employment agency being entitled to terminate the provision with immediate effect and to charge all damage arising therefrom or related thereto to the client.

Article 14 – Borrowing

- 14.1 The hirer informs the agency in time, in full and correctly about the employment conditions as referred to in the user company remuneration pursuant to Article 12a of the Placement of Personnel by Intermediaries Act (Dutch WAADI), to enable the agency to determine the wage of the worker.
- a. For agency workers, this obligation to provide information pertains to the application of the user company remuneration and is limited to 10 wage components.
- b. For payroll workers, this obligation to provide information (pursuant to Article 8a WAADI) pertains to all employment conditions according to the Hirer CLA (the CLA and remuneration schemes applicable at the client, except for the pension scheme).
- 14.2 The client declares that it is familiar with the Placement of Personnel by Intermediaries Act (WAADI).
- a. Expressly with Article 8a of the WAADI about equal treatment of workers who have not been provided in the context of payrolling.
- b. Additionally also with Article 10 of the WAADI, which does not permit employment agencies to provide employees to the client if there is a work strike, lockout or factory occupation at the client's enterprise.
- 14.3 If the wage and the other remunerations cannot be determined (according to either the user company remuneration or the payroll remuneration), they will be determined on the basis of interviews held by the employment agency with the client and the borrowed worker. When determining the wage, the educational level and the experience of the borrowed worker and the capabilities required for filling the position will serve as a guideline.
- 14.4 Based on the information provided by the client and the qualities, knowledge and skills of the (prospective) borrowed worker eligible for provision as known to the employment agency, the employment agency determines who it will propose to the client for the performance of the assignment.
- 14.5 The client will inform the employment agency in time, and in any case immediately on becoming aware of changes in the user company remuneration, including the set initial wage increases.
- 14.6 The employment agency will not fail towards the client if, for whatever reason, an actual provision of a borrowed worker is not effected or not effected within the period desired by the client.
- 14.7 The agency work employment contract is entered into between the agency worker and the employment agency. The NBBU CLA applies to the agency work employment contract. There is no employment contract between the client and the agency worker.
- 14.8 The payroll agreement is entered into between the payroll worker and the employment agency. The Hirer CLA applies to the payroll agreement. There is no employment contract between the client and the payroll worker.

Article 15 – The client's rate

- 15.1 For the provision, the client owes the employment agency the client's rate as defined in Article 1.
- 15.2 The fee owed by the client to the employment agency is calculated by multiplying the agreed client's rate by the number of hours worked by the borrowed worker and/or (if this number is higher) the number of hours to which the employment agency, based on the general terms and conditions, assignments and/or other agreements, is entitled. The client's rate is also multiplied by the applicable allowances and increased by the expense allowances owed by the employment agency to the worker provided. VAT is charged over the total fee to be paid by the client to the employment agency.
- 15.3 The client's rate is agreed in writing and may be amended at any time. After written notification of the amendment, including its commencement date, the new client's rate will subsequently also apply with regard to agreements already concluded.
- 15.4 The fee to be paid by the client to the employment agency will, insofar as the borrowed worker has a legally valid claim thereto pursuant to Book 7, articles 668 and 673 of the Dutch Civil Code, be increased by the compensation owed to the borrowed worker because of a notice period that was not or not entirely observed and/or the transition payment. This compensation will be passed on by the employment agency to the client. When calculating the amount of the transition payment, the relevant employment history will be taken into account, as prescribed by the law.
- 15.5 Rate changes arising from a change in legislation and regulations or an amendment to the NBBU CLA or to the Hirer CLA will be passed on to the client with effect from the time of these changes, even if these changes occur during the term of the temporary employment agreement.
- 15.6 If by any cause that can be attributed to the client the fee has been set too low, the employment agency will be entitled to set the fee afterwards with retroactive effect, and to adjust and invoice the client's rate accordingly with retroactive effect. The employment agency may also pass the expenses incurred by the employment agency as a result on to the client.

Article 16 – Contents and duration of the temporary employment agreement and provision(s)

- 16.1 The client will inform the employment agency in advance about the envisaged duration of the provision, based on which the employment agency may determine the nature and duration of the agency work employment contract with the agency worker or as the case may be of the payroll agreement with the payroll worker.
- 16.2 The temporary employment agreement may not be terminated as long as the provision continues.
- 16.3 If the agency work employment contract includes an agency clause, i.e. a clause stipulating that the employment contract will end by operation of law as a result of termination by the client of the assignment (Book 7, article 691 paragraph 2 of the Dutch Civil Code), the client will not have to observe a notice period if it wants to terminate the provision. In that case, the agency work employment contract ends by operation of law by termination of the assignment.
- 16.4 If the agency work employment contract does not include an agency clause, there will be an agency work employment contract (or payroll agreement) for a definite or an indefinite period. In that case, the client can only terminate the provision in the interim on the condition that the payment obligations relating to the provision continue until the expiry of the agreed term of the provision. The employment agency is entitled to (continue to) charge the client's rate to the client in accordance with the usual or expected employment pattern until the end of the agreed term of the provision.
- 16.5 If the client wants to terminate the provision while nothing was agreed with regard to the term of the provision and the borrowed worker works on the basis of an agreement for a definite or an indefinite period, a notice period of one month will apply.
- 16.6 If a conflict or a difference in perception with the borrowed worker is the reason for the intended termination, the client shall inform the employment agency of this in time, to enable the employment agency to investigate whether the situation can still be resolved.
- 16.7 In connection with a duty of notification towards a borrowed worker that applies to the employment agency, the employment agency may ask the client at least five weeks before the end of an agreement for a definite period of time to indicate whether the client intends to continue the provision. In that case, the client will indicate within three days whether it wants to continue the provision. A late or incorrect notification by the client to the employment agency will result in an obligation for the client to reimburse the employment agency for the costs related to the fee pursuant to Book 7, article 668 of the Dutch Civil Code.

Article 17 – Working hours and work times

- 17.1 The working hours and the work times of the borrowed worker at the client are recorded in the assignment or agreed otherwise. The work times, the working hours and the rest periods are equal to the times, hours and periods that are customary at the client. The client warrants that the working hours, work times and rest periods meet the statutory requirements. The client sees to it that the borrowed worker does not exceed the work times permitted by law and the agreed working hours.
- 17.2 Holidays and leave of the agency worker are arranged in accordance with the law and the NBBU CLA (for agency workers) or as the case may be the Hirer CLA (for payroll workers).
- 17.3 On entering into the assignment, the client shall inform the employment agency about any company closures and mandatory collective days off during the term of the assignment, to ensure that where possible the employment agency will be able to make this circumstance part of the employment contract with the borrowed worker. If an intention to set a company closure and/or mandatory collective days off becomes known after entering into the assignment, the client shall inform the employment agency about this immediately. If the client fails to do so, the client will be obliged to pay the employment agency the client's rate for the duration of the company closure, over the last applicable or usual number of hours per period according to the assignment and terms and conditions.
- 17.4 If and insofar as the borrowed worker requires specific schooling or (work) instructions for the performance of the assignment, the hours spent by the borrowed worker on such schooling and/or (work) instructions will be charged to the client.
- 17.5 If after the worker has turned up at the workplace the client makes use of less than three hours of his/her labour, the hirer will be obliged to pay the client's rate over at least three hours per call if:
- a. a number of working hours of less than 15 per week has been agreed and the work times have not been fixed; or
 - b. there is an on-call contract within the meaning of Book 7, article 628a of the Dutch Civil Code.
- 17.6 If a worker has already been called up but - because of a special circumstance on the part of the client - is unable to do the work or if the work times are adjusted, the client will inform the employment agency of this at least four days before the time the work was to commence. If the client fails to do so and the worker has an on-call contract within the meaning of Book 7, article 628a of the Dutch Civil Code, the client will owe the client's rate over the number of hours related to the original call, including the work times.

Article 18 – Identification and personal data

- 18.1 On commencement of the provision, the client establishes the identity of the borrowed worker on the basis of the original identity document.
- 18.2 The client treats the personal data of borrowed workers of which the client has become aware in the context of the provision in confidence and processes such data in accordance with the General Data Protection Regulation (GDPR) and other relevant privacy legislation.
- 18.3 If desired or necessary, the client and the employment agency record the way of working, responsibilities and other mutual agreements with regard to the processing of personal data, retention periods, and obligations to provide information.
- 18.4 In the case of a data breach that may result in loss or unlawful processing of personal data of borrowed workers, the client will be obliged to make the statutorily required report to the Dutch Data Protection Authority and to the employment agency. If necessary, the employment agency will inform the borrowed workers concerned.
- 18.5 The client will not request or provide any personal data of borrowed workers without the presence of a valid legal basis in accordance with the GDPR.
- 18.6 The employment agency is not liable for penalties or claims imposed on the client because the client has failed to meet its obligations as referred to in the previous paragraphs. The client indemnifies the employment agency against all claims by borrowed workers and other third parties related to a violation by the client of the GDPR and other privacy regulations.

Article 19 – Verification and retention obligations of the client with regard to aliens

- 19.1 The client to whom an alien within the meaning of the Dutch Foreign Nationals (Employment) Act (a person with a nationality from outside the EU, the EEA and Switzerland) is provided, is obliged, on commencement of the work by the alien, to include and keep a copy of the alien's identity document in

its records after identification.

- 19.2 The employment agency is not responsible or liable for penalties imposed on the client because the client failed to meet its obligations under the Foreign Nationals (Employment) Act.

Article 20 - Working conditions

- 20.1 The client declares that it is aware of the fact that it is regarded as the employer in the Dutch Working Conditions Act.
- 20.2 The client is responsible towards the borrowed worker (agency worker or payroll worker) and the employment agency for compliance with the obligations arising from Book 7, article 658 of the Dutch Civil Code, the Working Conditions Act and associated regulations, with regard to safety in the workplace and proper working conditions in general.
- Before the provision starts, the client provides the employment agency with information about the required professional qualification and the description referred to in Article 5, paragraph 5 of the Working Conditions Act, and the employment agency provides this information to the worker.

Article 21 - Proper performance of management and supervision

- 21.1 In the performance of management and supervision, and with regard to the performance of the work, the client shall behave towards the borrowed worker with the same due care as it is obliged to exercise towards its own employees.
- 21.2 The client can only deploy the borrowed worker in a different position or otherwise in derogation from the provisions of the temporary employment agreement if both the employment agency and the borrowed worker have consented to this in advance and in writing.
- 21.3 Furthermore, deployment of the borrowed worker abroad is only possible for a definite period of time and on the conditions that this is permitted under the laws of the relevant country and that the client has arranged the necessary permits and fulfilled all formalities in this regard and that the client has properly provided for management and supervision, insurance, transport, accommodation and other practical matters.

Article 22 - Replacement and availability

- 22.1 The employment agency is entitled to make a proposal to the client with regard to the replacement of a provided borrowed worker by another borrowed worker, subject to continuation of the assignment. This may be the case if the borrowed worker is no longer able to do the work, or if this is necessary in connection with a reorganisation or reinstatement obligation to be implemented, for the preservation of employment and/or for compliance with applicable legislation and regulations, including the NBBU CLA and the dismissal guidelines for placement and payroll. The client will only reject such proposal on reasonable grounds and explain the reasons for any such rejection in writing.
- 22.2 The employment agency does not fail imputably towards the client and is not obliged to compensate the client for any damage or costs if the employment agency for whatever reason is unable or no longer able to provide the client with a (replacement) borrowed worker, in any case not or no longer in the way and for the number of hours as agreed in the assignment or at a later time.
- 22.3 If the borrowed worker is replaced by another borrowed worker, the remuneration with regard to the replacement borrowed worker will be determined again as specified in these general terms and conditions. The client's rate will be adjusted accordingly.

Article 23 - Right of suspension

- 23.1 Except for force majeure, the client is not entitled to suspend the deployment of the agency worker or payroll worker temporarily, in full or in part.
- 23.2 If the client - except in the case of force majeure - is temporarily unable to deploy the borrowed worker, the client will be obliged to continue to pay the full client's rate periodically for the duration of the assignment, over the last applicable or usual number of hours.

Article 24 - Specification of hours worked and invoicing

- 24.1 Unless agreed otherwise, the invoices of the employment agency with regard to the provision (placement and payroll) are based on the timesheets completed and signed by the client for agreement, the client's rate, and applicable allowances and expenses.

- 24.2 The client and the employment agency agree that the hours worked will be registered by means of a time-recording system.
- 24.3 The client is responsible for the correct, timely and complete completion and approval of the timesheets. The client is obliged to see to it that the details of the borrowed worker have correctly and truthfully been included in the timesheets, including in any case: name of the borrowed worker, number of hours worked, overtime, irregular hours, shiftwork hours, allowances, and expenses incurred.
- 24.4 If the client does not approve the completed timesheets in time, this will be pointed out to the client and the client will be given a week to remedy this. If the client does not remedy the time registration, the employment agency will be authorised to approve the timesheet itself 6 weeks after the client should have done this. If the client disputes this approval, the client will have to communicate this to the employment agency within eight days after approval in the time-recording system, at the risk of lapse of the right of dispute. Disputing the time registration does not suspend the payment obligation of the client.
- 24.5 Approval takes place by means of (digital) signing of the timesheet.
- 24.6 The client ensures that the employment agency is provided with the timesheet immediately following the week worked by the borrowed worker.
- 24.7 Before providing the timesheet, the client gives the borrowed worker the opportunity to check it. If and insofar as the borrowed worker contests the information included in the timesheet, the employment agency will be entitled to determine the hours and the costs in accordance with the statement from the borrowed worker, unless the client can demonstrate that the information included by the client is correct.
- 24.8 If the client fails to meet its obligations under this article, the employment agency may decide to invoice the client on the basis of the facts and circumstances known to it. The employment agency will not do this as long as no reasonable consultation has taken place with the client on this subject.

Article 25 - The vicarious tax liability under civil law for wages

- 25.1 The employment agency is obliged towards the client to remunerate the worker borrowed by the client in accordance with the applicable employment conditions and legislation and regulations.
- 25.2 In addition to the employment agency, the client is also jointly and severally liable to the borrowed worker for payment of the wages owed, unless the client qualifies itself as non-imputable with regard to any underpayment.
- 25.3 For demonstrating this non-imputability, the client must in any case have informed the employment agency in time, correctly and fully about the applicable wage components, as prescribed by the law and these terms and conditions.

Article 26 - Employee participation

- 26.1 The client is obliged to give the borrowed worker who is a member of the works council of the employment agency or of the works council of the client the opportunity to exercise these employee participation rights in accordance with laws and regulations.
- 26.2 If the borrowed worker exercises employee participation rights in the enterprise of the client, the client will also owe the client's rate over the work time spent on work related to the performance of employee participation activities or following a training or schooling in that context.
- 26.3 The client acknowledges its information obligations pursuant to the Dutch Works Councils Act (Dutch abbreviation: WOR) with regard to the (expected) deployment of agency workers in its enterprise. If and insofar as in the performance of these information obligations the client wants to base itself on information provided or to be provided by the employment agency, such provision of information will not go beyond the obligations under the WOR.

Article 27 - Entering into an employment relationship with an agency worker

- 27.1 The client is only entitled to enter into an employment relationship with an agency worker if and insofar as the provisions below in this article are met.
- 27.2 For the application of this article, entering into an employment relationship with an agency worker is taken to mean:
- entering into an employment contract, a contractor agreement and/or an agreement for services by the client with the agency worker, or employing the agency worker as an official;

- having the relevant agency worker made available to the client by a third party;
- entering into an employment relationship by the agency worker with a third party, with the client and that third party being members of a group (as referred to in Book 2, article 24b of the Dutch Civil Code) or one being a subsidiary of the other (as referred to in Book 2, article 24a of the Dutch Civil Code).

27.3 For the application of this article, an agency worker is also taken to mean:

- the (prospective) agency worker who is registered with the employment agency;
- the (prospective) agency worker who has been proposed to the client;
- the agency worker whose provision has ended less than twelve months before entering into the employment relationship with the client.

27.4 The client informs the employment agency in writing of its intention to enter into an employment relationship within the meaning of this article with the agency worker before putting such intention into effect.

27.5 The client will not directly enter into an employment contract with the agency worker or the payroll worker if and insofar as this person is unable to terminate the employment contract with the employment agency in a legally valid manner.

27.6 If the client, in accordance with the provisions of this article, enters into an employment relationship with the agency worker for the same or for another position before the agency worker has been provided to the client for a period of 520 hours, the client will owe the employment agency a compensation of 25% of the last applicable client's rate multiplied by the gross hourly wage for the relevant agency worker over the remaining hours (520 hours minus the number of hours the agency worker has already been provided to the client).

27.7 If an agency worker has been proposed to a potential client through the intermediary of the employment agency and this potential client enters into an employment relationship with this agency worker, directly or indirectly through a third party, under any name whatsoever, for the same or for a different position, before the provision is effected and/or within six months after the introduction by the employment agency, this potential client will owe the employment agency a compensation of 25% of the client's rate multiplied by the gross hourly wage that would have applied for the agency worker concerned if the provision had been effected, over 520 hours.

Article 28 – Company car

28.1 If the client intends to provide the borrowed worker with a car that may also be driven for private purposes, the client will inform the employment agency about this in time, to enable the employment agency to take the additional tax liability into account. The client is responsible for adequate insurance of all risks of the driver and passengers. If the client fails to do so or to do so properly, all damage, costs and (tax) consequences arising therefrom, suffered and incurred by the borrowed worker and the employment agency, will be borne by the client.

Chapter 3 – Recruitment & selection

Article 29 – Service provision

29.1 Recruitment & selection or R&S is the service as defined in Article 1, with the employment agency selecting one or more candidates for entering into the client's employment and introducing these candidates to the client. Such assignment is deemed to have been successfully completed if and insofar as a candidate proposed by the employment agency to the client actually takes up employment with the client.

29.2 Taking up employment is also taken to mean any comparable form of actual deployment of a candidate introduced by the employment agency (e.g. as a client, as a partner, as a borrowed worker, etc.) in whatever position, whether or not through a third party and whether or not at a different location of the client and/or at an employment agency affiliated with its organisation, even if such deployment takes place within twelve months after that introduction and whether or not after withdrawal of the assignment.

Article 30 – Fee

- 30.1 In the case of a successful completion of the recruitment & selection assignment, the employment agency charges the client a fee of 25% of the gross hourly wage multiplied by the client's rate multiplied by 520 hours, to be increased by the VAT owed over that amount.
- 30.2 If on top of the salary a very substantial part of the candidate's expected income consists of bonuses, commission, management fees, other employee benefits or other remunerations and payments, these will be taken into account when calculating the fee. If the parties cannot reach agreement on the fee, it may be determined by the employment agency, for example based on the market value of the candidate.
- 30.3 The fee will not be adjusted or calculated pro rata in the case of a part-time employment (a working week of less than the normal number of working hours for a full-time employment).
- 30.4 Except for the fee in the case of a successful completion of the assignment, the client does not owe the employment agency any payment for costs incurred for the execution of the agreement, unless express agreements have been made on this between the employment agency and the client.

Article 31 – Information obligation

- 31.1 The client warrants the accuracy, completeness, reliability, soundness and lawfulness of the acts performed and data provided (to the employment agency) by or on behalf of it.
- 31.2 The parties will keep each other informed, on a regular basis and if a party so requests, of the actual state of affairs and the progress of ongoing (selection) procedures.
- 31.3 The client is obliged to inform the employment agency if an agreement has been reached with a candidate about taking up employment as soon as that agreement is reached, and then immediately provide the employment agency with the data regarding the gross salary, as defined above, as well as the commencement date of the candidate's employment.
- 31.4 If the client fails to provide the information in time or provides insufficient or incorrect information, the employment agency will be entitled to determine the amount of the gross salary and the commencement date itself and invoice accordingly.

Article 32 – Invoicing

- 32.1 The fee owed will be invoiced to the client as soon as the commencement date of the candidate's employment with the client has been set, being the date of taking up employment and/or the date on which the work of the candidate selected by the employment agency actually commences.

Article 33 – Guarantee scheme

- 33.1 If a candidate intermediated by the employment agency is actually no longer employed with the client within one month after taking up employment, the employment agency will, provided that the client has met all of its payment obligations to the employment agency in time, once-only, to the best of its abilities, try to recruit a new candidate for the same position in which, and at a comparable salary for which, the first candidate worked or would have been working for the client. For this purpose, the procedure in accordance with the original confirmation of the assignment will be started again.
- 33.2 If the client wants to make use of the guarantee scheme, the client shall inform the employment agency in writing within fourteen days after termination of the employment relationship with the first candidate, failing which the client will not be able to rely on this guarantee scheme (anymore).
- 33.3 If the employment agency has not succeeded in successfully intermediating a new candidate within three months after termination of the employment relationship with the first candidate, the employment agency will repay 50% of the fee paid by the client (excluding any other costs) to the client. There will be no repayment if during the guarantee period the client has itself (whether or not through third parties) filled the position held by the first candidate.
- 33.4 If a candidate proposed by the employment agency in the context of this guarantee scheme takes up employment with the client, or if the employment agency has repaid 50% of the fee, or if the client has already filled the position itself (whether or not through third parties) during the guarantee period, the employment agency will have met all of its obligations under this guarantee article.

Article 34 – End of the R&S assignment

- 34.1 An assignment for recruitment and selection will in any case end by a successful completion of the

assignment, by withdrawal of the assignment by the client, or by termination of the assignment by the employment agency. The end of an assignment does not affect the client's obligations towards the employment agency with regard to candidates who had already been introduced to the client.

Article 35 - Responsibilities

- 35.1 In the context of an assignment, the employment agency will use best efforts to recruit and select suitable candidates for taking up employment with the client. The employment agency will not fail and will not be obliged to pay compensation for any damage if for whatever reason its efforts do not result in actual intermediation, or if this is not achieved within the period desired by the client.
- 35.2 The client is the sole party responsible for the decision to enter into an employment contract with a candidate selected by the employment agency or having this candidate work for it in any other way, as well as for the contents of the employment contract, the remuneration and the working conditions.
- 35.3 The employment agency does not accept any liability in any way whatsoever for acts and omissions by and any shortcomings on the part of candidates or for any losses or damage suffered by the client or a third party, arising from acts or omissions by proposed and/or intermediated candidates.

Article 36 - Final provisions

- 36.1 The employment agency is entitled to assign its rights and obligations under a temporary employment agreement to a third party. Unless agreed otherwise in writing, the client is not permitted to assign its rights and obligations under a temporary employment agreement to a third party.