

# **General terms and conditions Gerwil Sliedredge**

for the assignment of employees, version per 1 March 2021.

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## HOOFDSTUK 1 General provisions

### Article 1 DEFINITIONS

In these general terms and conditions, the following terms are defined as stated below:

- 1.1 Company: the natural person or legal entity that assigns employees to a hirer in order to perform work under the latter's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.2 Employee: the natural person who performs or will perform work in the employment of the company for and under the supervision and management of the hirer.
- 1.3 Hirer: the natural person or legal entity to whom the company assigns employees in order to perform work under the hirer's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.4 Temporary employment agreement: the contract between the company and the hirer, setting out the specific conditions subject to which an employee is assigned to perform work for and under the supervision and management of the hirer.
- 1.5 Hirer rate: the amount per time unit which the hirer owes the company for assigning the employee. It includes the labour costs such as wage costs, payroll taxes and national insurance contributions, as well as a margin for the services provided by the company.
- 1.6 Temporary employment contract: the employment contract under which the employee is assigned to the hirer by the company in order to perform work for and under the supervision and management of that hirer pursuant to a temporary employment agreement concluded with the company.
- 1.7 Payroll contract: The payroll contract is the temporary employment contract in the course of which the temporary employment agreement between the company and the hirer is not concluded within the framework of bringing together supply and demand on the labour market and the company can assign the employee to another party only with the consent of the hirer.
- 1.8 Job placement company: every natural person or legal entity that helps to find employees or jobs for a client, a jobseeker or both, with the aim of concluding a direct contractual employment relationship between the client and the jobseeker.
- 1.9 Client: every natural person or legal entity that uses the services of a job placement company.
- 1.10 Job placement contract: the contract between a job placement company and a client and/or a jobseeker to provide the services referred to in paragraph 8.
- 1.11 NBBU-cla: : the NBBU Collective Agreement for Agency Workers which applies to companies who are members of and, as such, affiliated with the Dutch Association of Intermediary Organizations and Temporary Employment Agencies [NBBU].
- 1.12 Whenever these general terms and conditions refer to employees, this refers to both male and female employees and whenever reference is made to he/him/his, this also refers to she/her/hers.

### Article 2 APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1 These terms and conditions apply to every offer from the company to the hirer and to every temporary employment agreement between the company and the hirer to which the company has declared these terms and conditions to be applicable, as well as the ensuing supplies and services of any nature between the company and the hirer, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 2.2 The hirer with whom a contract was taken out once on the basis of these terms and conditions is expected to tacitly be in line with its applicability to a temporary employment agreement concluded with the company at a later stage.
- 2.3 All offers, regardless of how they were made, are without obligation.
- 2.4 The company is not bound by general terms and conditions of the hirer to the extent they deviate from these terms and conditions.
- 2.5 These general terms and conditions can be changed or supplemented at any time. The changed general terms and conditions then also apply to temporary employment agreements concluded earlier, subject to a period of one month after the written announcement of the change.

### Article 3 FORMATION OF THE TEMPORARY EMPLOYMENT AGREEMENT

- 3.1 The temporary employment agreement is concluded following the hirer's written acceptance or because the company effectively assigns employees to the hirer.
- 3.2 The specific conditions under which the employee is assigned to the hirer by the company are set out in the temporary employment agreement.
- 3.3 Changes or supplements to the temporary employment agreement come into force once they are confirmed in writing by the company.

### Article 4 INVOICING METHOD

- 4.1 Unless agreed otherwise, invoices from the company are based on the completed and hirer-approved time sheets, the hirer rate and any additional allowances, costs and expenses.
- 4.2 The hirer is responsible for the correct, timely and full completion and approval of the time sheets. Approval is given by means of a (digital) signature on the time sheets, unless agreed otherwise. The hirer is liable for damage suffered by the company if the hirer fails to correctly fulfil the obligations set out in this paragraph, including but not limited to the administrative fine pursuant to Section 18b.2 of the Minimum Wage and Minimum Vacation Allowance Act. The hirer will fully indemnify the company.
- 4.3 If there is a difference between the time sheets submitted to the company and the relevant records kept by the hirer, the time sheets submitted to the company are considered to be the correct ones, unless the hirer proves otherwise.
- 4.4 If the employee disputes the data on the time sheets, the company can invoice the number of hours worked and other costs in accordance with the records from the employee, unless the hirer proves that the time sheets used by the hirer are correct.
- 4.5 If the hirer does not comply with the conditions of paragraph 2 of this article, the company may decide to invoice the hirer on the basis of the facts and circumstances known to the company. The company will not proceed to do so as long as no reasonable consultations with the hirer have taken place on the subject.
- 4.6 If, after the temporary worker has appeared at the workplace, the hirer makes use of his or her employment offer for less than three hours, the hirer is obliged to pay the hirer's rate for at least three hours per call if:
  - a. the agreed scope of work is less than 15 hours per week and the working hours are not fixed; or
  - b the hirer has not or not unambiguously recorded the scope of the work.
- 4.7 The hirer ensures that the invoices of the company are paid within 14 days of the invoice date, without any deduction, discount or set-off.
- 4.8 if the company has a G-account, the hirer can ask Company to confer about the possibility that the hirer pays a percentage of the invoiced amount into the relevant account, as well as about the extent of the percentage. This option can be used only when the parties have reached an agreement.
- 4.9 On the company's demand, the hirer will give the company a written direct debit mandate to debit the hirer's bank account with the invoice amounts within the agreed period. To that end, the parties will use a SEPA mandate form..

### Article 5 PAYMENT CONDITIONS

- 5.1 Only direct payments to the company release the hirer from his obligations.
- 5.2 Direct payments or advance payments from the hirer to the employee are not permitted, regardless of why or how such payments are made. Such payments do not concern the company and do not form a basis for any debt repayment or set-off.
- 5.3 If the hirer disputes an invoice, he must notify the company thereof in writing within eight days of the date on which the invoice in question was sent, failing which his right to dispute the invoice lapses. Disputing an invoice does not suspend the hirer's payment obligation.
- 5.4 In the event of non-payment, late or incomplete payment by the hirer of any amount owed by him, the hirer is in default by operation of law with effect from the due date of the invoice in question. From that moment on, the hirer also owes the company default interest on the invoice amount, equal to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code..
- 5.5 All costs, both judicial and extrajudicial, including the costs of legal aid, incurred by the company as a result of the hirer's failure to fulfil his payment obligations will be at the expense of the hirer. The

extrajudicial collection costs of the company, to be calculated on the amount to be collected, are set at at least 15% of the principal sum, subject to a minimum of €500.00.

- 5.6 If the hirer agreement has been entered into with more than one hirer, which hirers belong to the same group of companies, then all hirers are jointly and severally liable for the obligations under this Article, regardless of the name of the invoice.
- 5.7 If the hirer's financial position and/or payment behaviour give rise thereto in the opinion of the company, the hirer is, on the company's first demand, obliged:
- a. to issue a direct debit mandate as referred to in Article 4.8 of these terms and conditions; and/or
  - b. to make an advance payment; and/or
  - c. to furnish sufficient security for the fulfilment of his obligations towards the company by means of a bank guarantee or a pledge, for instance.

The extent of the requested security and/or the requested advance payment is in proportion to the extent of the hirer's obligations in question.

- 5.8 If the hirer fails to comply with the company's request referred to in the previous paragraph, or if a payment collection fails, the hirer will be in default by operation of law without any notice of default being required. If the hirer is in default, the company is entitled to suspend the fulfilment of its obligations under the temporary employment agreement or to fully or partially terminate the temporary employment agreement with immediate effect, without the company owing the hirer any compensation. All claims of the company become immediately due and payable as a result of the termination.

#### Artikel 6 Dissolution

- 6.1 If a party fails to fulfil its obligations under the temporary employment agreement, the other party – apart from the provisions stipulated in the temporary employment agreement – will be entitled to extrajudicially dissolve all or part of the temporary employment agreement by means of a registered letter. The agreement will not be dissolved until the defaulting party is declared to be in default in writing and has been given a reasonable time to remedy the shortcoming and fulfilment is not forthcoming.
- 6.2 In addition, either party will be entitled, without the need for any demand or notice of default and without the need for court proceedings, to dissolve all or part of the temporary employment agreement by means of a registered letter with immediate effect, if:
- a. the other party applies for or has been granted a (provisional) moratorium;
  - b. the other party files a winding-up petition for itself or is declared insolvent;
  - c. the business of the other party is liquidated;
  - d. the other party discontinues its current operations;
  - e. through no fault of one party, a considerable part of the assets of the other party is seized, or if the other party must otherwise be deemed no longer able to fulfil the obligations under the temporary employment agreement.
- 6.3 If at the time of dissolution, part of the temporary employment agreement has already been fulfilled by the hirer, he can only partially dissolve the temporary employment agreement, i.e. only that part yet to be fulfilled by or on behalf of the company.
- 6.4 Amounts invoiced by the company to the hirer before dissolution in connection with its performances for the fulfilment of the temporary employment agreement will still be payable by the hirer to the company and will become immediately due and payable at the time of dissolution.

#### Article 7 LIABILITY

- 7.1 Except in the event of mandatory legal provisions and in accordance with the principles of reasonableness and fairness, the company will not be obliged to pay any compensation for damage of any nature, directly or indirectly, suffered by the employee, the hirer or inflicted to goods or persons of or at the client or a third party, in connection with a temporary employment agreement, including damage caused by:
- A. the assignment of the employee to the hirer by the company, also when it appears that this employee does not meet the requirements set by the hirer.

- b. the unilateral termination of the temporary employment contract or the payroll contract by the employee.
  - c. actions or omissions by the employee, the hirer himself or a third party, including obligations assumed by the employee.
  - d. the hirer seconding the employee without the written consent of the company.
- 7.2 Any liability of the company for any direct damage is, in any case, limited per event to:
- a. the amount paid out under the insurance of the company, or
  - b. if the company is not covered for the damage in question or if the insurance does not pay out (in full), the amount invoiced by the company. If the amount charged depends on a time factor, liability is limited to the amount charged to the hirer by the company in the month prior to the claim notice. Failing a prior month, the amount which the company would have or has charged the hirer in accordance with the temporary employment agreement in the month in which the claim event took place will be the determining factor.
- 7.3 The company is never liable for consequential damage such as lost profits and missed savings and for indirect damage.
- 7.4 The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in paragraph 1 this article.
- 7.5 In any case, the hirer has to indemnify the company against any claims from employees or third parties for compensation of damage, referred to in paragraph 1 of this article, suffered by those employees or third parties.
- 7.6 The liability restrictions set out in paragraphs 1 and 2 of this article will no longer apply if it concerns intent or gross negligence on the part of the company and/or its managerial members of staff.
- 7.7 If and insofar as is possible, the company is at all times entitled to remedy the damage caused by the hirer. This includes the company's right to take measures aimed at preventing or limiting any damage.

#### Article 8 FORCE MAJEUR

- 8.1 In the event of force majeure of the company, its obligations under the temporary employment agreement will be suspended for as long as the situation of force majeure continues. Force majeure is understood to be any circumstance beyond the control of the company which temporarily or permanently prevents the company from performing the temporary employment agreement and which, either by law or the principles of fairness and reasonableness, should not be classed as the risk of the company.
- 8.2 In the event of a situation of force majeure as referred to in paragraph 1 of this article, the company will notify the hirer.
- 8.3 Insofar as not already included, force majeure is also taken to mean industrial strikes, factory sit-ins, blockades, embargoes, government measures, war, revolution and/or any circumstance to be deemed equal to that, power failures, breakdowns in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters, as well as large-scale staff illness of an epidemiologic nature.
- 8.4 The obligations of the company will be suspended for the duration of the force majeure situation. However, this suspension does not apply to obligations which the force majeure does not relate to and which were in place before the situation of force majeure occurred.
- 8.5 If the situation of force majeure lasted a period of three months or once it is clear that the situation of force majeure will take longer than three months, either party will be entitled to prematurely terminate the temporary employment agreement without having to observe any notice period. After the termination of the temporary employment agreement as described above, the hirer remains obliged to pay the company any outstanding amounts he owes the company and which relate to the period before the situation of force majeure.
- 8.6 During the situation of force majeure, the company will not be obliged to pay the hirer any compensation, nor is it obliged to do so after the termination of the temporary employment agreement referred to in paragraph 5 of this article.

#### Article 9 SECRECY

- 9.1 The company and the hirer will not disclose to third any confidential information from or about the other party, its activities and customers they have learned of by virtue of an offer or a temporary employment agreement, unless and to the extent the disclosure of such information is required in

order to be able to perform the temporary employment agreement correctly or if they have a statutory duty of disclosure.

- 9.2 At the request of the hirer, the company will compel the employee to exercise secrecy in respect of everything he learns or becomes aware of in the performance of his duties, unless the employee is legally obliged to disclose it.
- 9.3 The hirer is free to compel the employee to observe secrecy directly. The hirer will inform the company of his intention to do so and provide the company with a copy of the agreement drawn up for that purpose.
- 9.4 The company cannot be held liable for any fine, penalty or losses incurred by the hirer as a result of the employee failing to observe that duty of secrecy.

#### Article 10 APPLICABLE LAW AND COMPETENT COURT

- 10.1 These general terms and conditions, instructions, temporary employment agreements and/or other agreements are governed by Dutch law.
- 10.2 All disputes ensuing from or relating to a legal relationship between the parties will in the first instance be exclusively heard by the court within whose jurisdiction the company has its registered business, unless mandatory law prescribes otherwise..

#### Article 11 FINAL PROVISIONS

- 11.1 If any provision of these terms and conditions is null and void or is voided, the other provisions of these terms and conditions will remain in full force and the parties will confer in order to agree on new provisions in replacement of the void or voided provisions, in the course of which the purpose and meaning of the void or voided provision will be taken into account as much as possible.
- 11.2 The company has the right to transfer its rights and obligations under a temporary employment agreement to a third party. Unless agreed otherwise in writing, the hirer does not have the right to transfer his rights and obligations under the temporary employment agreement to a third party.

## CHAPTER 2 ASSIGNMENT OF EMPLOYEES: GENERAL

### Article 12 ASSIGNING EMPLOYEES

- 12.1 Effectively, the employee works under the supervision and management of the hirer. The hirer will exercise the same standard of due care as he does for his own employees. As a formal employer, the company does not supervise the workplace and the work to be performed, on the basis of which the hirer will be responsible for a safe working environment. He will exercise the same standard of due care as he does for his own employees.
- 12.2 The assigned employee has concluded a temporary employment contract pursuant to Section 7:690 of the Dutch Civil Code or a payroll contract with the company pursuant to Section 7:692 of the Dutch Civil Code. The temporary employment agreement between the company and the hirer is a determining factor: if the company does not have an allocative function within the framework of the instruction (it does not recruit and select) and it concerns an exclusive assignment to the hirer, the agreement is a payroll contract. If it concerns none of the foregoing, the contract is a temporary employment contract.
- 12.3 If the company and the employee have concluded a temporary employment contract, Chapter 2A of these general terms and conditions will apply to the legal relationship between the company and the hirer. If the company and the employee have concluded a payroll contract, Chapter 2B of these general terms and conditions will apply to the legal relationship between the company and the hirer.
- 12.4 Without the written consent of the company, the hirer will not reassign the employee assigned to him to a third party in order for the employee to work under that third party's supervision and management or to perform work abroad. A violation of this paragraph means the company will be entitled to end the assignment of the employee and/or to terminate the temporary employment agreement with immediate effect, as well as to charge the hirer for all ensuing or related damage. In that case, the hirer will fully indemnify the company.

### Article 13 CONTENT, DURATION AND END OF THE ASSIGNMENT OF THE EMPLOYEE(S)

- 13.1 The specific conditions under which the employee is assigned to the hirer are set out in the temporary employment agreement. The assignment of the employee to the hirer is for a fixed term or for an indefinite term.
- 13.2 The hirer informs the company about the intended duration, (weekly or, at least, monthly) working hours and times of the assignment, on the basis of which the company can determine the nature and term of the temporary employment contract or the payroll contract with the employee..
- 13.3 If the agency work employment contract provides for the agency clause, the private employment agency, temporary agency worker and/or the hirer do not have to observe a notice period if they wish to terminate the posting prematurely, unless otherwise agreed in writing.
- 13.4 If the agency work employment contract does not provide for the agency work employment clause, it is a temporary employment contract for a definite or indefinite period. In this case, the hirer can only terminate the posting prematurely under the condition that the payment obligations related to the posting continue until the expiry of the agreed duration of the posting. In that case, the private employment agency is entitled to (continue to) charge the hirer's rate up to the agreed duration of the posting in accordance with the temporary worker's usual or expected work pattern, unless the private employment agency and the hirer have agreed otherwise in writing.
- 13.5 If the hirer wishes to terminate the posting even though nothing has been agreed about the duration of the posting and the temporary agency worker is working on the basis of a temporary employment contract for a definite or indefinite period of time, a notice period of one month applies.
- 13.6 If the agreement is terminated because of a dispute with the employee or a conflict situation, the hirer must notify the company thereof in time. In that case, the company will find out if the dispute or the conflict situation can be resolved.
- 13.7 In connection with the notification obligation that applies to the temporary worker, the private employment agency can request the hirer at least five weeks before the end of the temporary employment contract for a definite period of time to indicate whether it intends to continue the posting. The hirer is then obliged to indicate within three days whether he wishes to continue the provision. Failure to inform the temporary employment agency on time or correctly means that the hirer must fully reimburse the temporary employment agency for the costs related to the compensation pursuant to Article 7:668 of the Dutch Civil Code.

#### Article 14 THE HOURBOARD RATE, (HOURLY) REMUNERATION AND OTHER REIMBURSEMENTS

- 14.1 The hirer owes the temporary employment agency the hirer's rate for the posting of the temporary worker, unless otherwise agreed upon.
- 14.2 The hirer's rate is in direct proportion to the wage owed to the temporary worker. The wages and allowances of the temporary agency worker are determined in advance of the posting and, if necessary, during the posting, and are equal to the wages and allowances granted to comparable employees, working in equal or equivalent positions, in the service of the hirer (the so-called wage ratio regulation).
- 14.3 The following components fall under the pay ratio rule:
- only the applicable period wage in the scale;
  - the applicable reduction in working hours. This can be compensated – at the discretion of the private employment agency – in time and/or money;
  - allowances for overtime, shifted hours, irregularity (including public holiday allowance) and shift work;
  - initial wage increase;
  - untaxed expense allowances: travel expenses, boarding costs and other costs necessary for the performance of the position;
  - periodicals.
- 14.4 Rate changes as a result of collective labor agreement obligations and changes in or as a result of laws and regulations such as tax and social legislation and regulations will be charged to the hirer from the time of those changes and are owed accordingly by the hirer, also if these changes occur during the term of a hiring agreement.

#### Article 15 THE HIRER'S DUTY OF DISCLOSURE

- 15.1 The hirer notifies the company in time, correctly and in full about the terms and conditions of employment referred to in Article 21 or 24 of the general terms and conditions pursuant to Section 12a of the Placement of Personnel by Intermediaries Act, enabling the company to determine the wages of the employee.
- 15.2 the company is entitled to correct the hirer rate with retrospective effect and to charge it to the hirer if it emerges that (one of) the components referred to in Article 21 or 24 was determined incorrectly.
- 15.3 If the hirer intends to make a car available to the employee, the hirer will immediately notify the company thereof. The hirer and the employee can agree on the fact that the car can be used for private purposes only in consultation with the company, so that the company can take this into account in the withholding taxes. If the hirer fails to do so, he is obliged to compensate any ensuing costs and damages incurred by the company.

#### Article 16 THE CIVIL CHAIN LIABILITY FOR WAGE

- 16.1 In addition to the private employment agency, the hirer is jointly and severally liable towards the temporary agency worker for the payment of the wages owed to the temporary agency worker, unless the hirer qualifies as non-culpable with regard to any underpayment.
- 16.2 For the purpose of demonstrating that he is not culpable, the hirer must in any case inform the private employment agency in a timely, correct and complete manner regarding the wage components of the wage ratio regulation in accordance with Article 15 paragraph 1.
- 16.3 The private employment agency is obliged towards the hirer to remunerate the temporary agency worker in accordance with the applicable legislation and regulations, including the NBBU collective labor agreement for Temporary Employees.
- 16.4 If the hirer wishes to obtain further information about the employment conditions of the temporary agency worker in the context of the chain liability for wages, he will consult the private employment agency about this.
- 16.5 The hirer shall refrain from requesting information that is not related to or related to the temporary worker's wages. The temporary employment agency reserves the right to provide the hirer with anonymised information. The hirer is obliged to observe secrecy with regard to the information obtained with regard to the temporary worker.

## Article 17 ENTERING INTO A (DIRECT) LABOR RELATIONSHIP BY THE HORDER WITH THE TEMPORARY EMPLOYEE

- 17.1 If the hirer wishes to enter into an employment contract or another type of employment relationship directly with a temporary agency worker made available to him or to be made available by the private employment agency, he shall immediately inform the private employment agency of this in writing. The parties then enter into consultation to discuss the wishes of the hirer.
- 17.2 If the client enters into an employment relationship with an employee who is made available to him on the basis of an assignment for an indefinite period of time, before that employee has worked the number of hours specified in the contract of hire on the basis of that assignment, the client is owe the private employment agency a compensation amounting to 25% of the most recently applicable rate for the agreed number of hours minus the hours already worked by that employee, based on the assignment. The fee is increased with VAT.
- 17.3 If the client enters into an employment relationship with an employee who is made available to him on the basis of an assignment for a definite period of time, the client owes compensation in the amount of 25% of the last applicable rate (calculated on the agreed or customary rate). hours and additional/overtime hours) over the remaining duration of the assignment or - in the case of an assignment that can be terminated prematurely - over the notice period that has not been observed, on the understanding that the client always owes at least the compensation referred to in paragraph 4 . The fee is increased with VAT.
- 17.4 If the client enters into an employment relationship with an employee in accordance with this Article, the assignment between the client and the temporary employment agency ends on the day on which that employment relationship commences.
- 17.5 If the client enters into an employment relationship with the employee not immediately, but within 6 months after the end of his/her placement, he will also owe the compensation referred to in paragraph 4. This applies both in the event that the client has approached the employee for this purpose - directly or through third parties - and when the employee has applied for a job at the client - directly or through third parties.
- 17.6 The private employment agency is entitled to determine a different compensation scheme for an employee or for specific groups of employees.
- 17.7 A different type of employment relationship as referred to in this Article is understood to mean, among other things:
- appointing as a civil servant;
  - the assignment agreement;
  - employment contract;
  - having the temporary agency worker made available to the hirer by a third party (for example another private employment agency) for the same or different work.
- 17.8 The hirer will not enter into an employment contract directly with the temporary agency worker if the temporary agency worker has not validly terminated the agency work employment contract with the private employment agency.
- 17.9 The hirer is prohibited from inducing temporary workers to enter into an employment contract or other type of employment relationship with another company, with the intention of hiring the temporary workers through this other company.

## Article 18 SELECTION OF TEMPORARIES

- 18.1 The temporary agency worker is selected by the private employment agency on the one hand on the basis of his qualities and skills and on the other hand on the basis of the job requirements proposed by the hirer.
- 18.2 Requirements that are not job-relevant that also (may) lead to direct or indirect discrimination, including those related to race, religion, gender and/or disability, cannot be set by the hirer. In any case, these requirements will not be honored by the private employment agency, unless they are set in the context of a target group policy that is permitted by law, to promote equal labor participation.
- 18.3 The hirer has the right, if a temporary agency worker does not meet the job requirements set by the hirer, to notify the temporary employment agency within 4 hours of the start of the work. In that case, the hirer is obliged to pay the private employment agency at least the wages owed to the temporary

agency worker, plus the employer's share in the social security contributions and premium levies and obligations arising from the NBBU collective labor agreement.

- 18.4 During the term of the contract of hire, the private employment agency is entitled to make a proposal to replace the temporary agency worker, for example if the temporary agency worker is no longer able to perform the work, or in connection with a reorganization or redeployment obligation. The hirer's rate will then be determined again.

#### Article 19 OBLIGATION OF CARE AND INDEMNITY TOWARDS THE TEMPORARY COMPANY

- 19.1 The hirer is aware that, according to Article 7: 658 of the Dutch Civil Code and the applicable working conditions legislation, he has the obligation to ensure a safe workplace for the temporary worker. The hirer provides the temporary agency worker with concrete instructions to prevent the temporary agency worker from suffering damage in the performance of his work. The hirer also provides the temporary worker with personal protective equipment insofar as necessary. If the necessities are provided by the private employment agency, the private employment agency is entitled to charge the associated costs to the hirer.
- 19.2 Before the posting commences, the hirer shall provide the temporary agency worker and the private employment agency with the necessary information about the required professional qualification of the temporary agency worker, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the job to be filled. The temporary agency worker must be given sufficient opportunity to become acquainted with the content before the work can start.
- 19.3 The hirer is liable vis-à-vis the temporary agency worker and private employment agency for and is consequently obliged to compensate the damage suffered by the temporary agency worker in the performance of his work, unless the damage is to a significant extent the result of intent or wilful recklessness on the part of the temporary agency worker, all this with due observance of the provisions of Article 7.
- 19.4 If the temporary agency worker has suffered such an injury in the performance of his work that death is the result, the hirer is obliged, in accordance with Article 6:108 of the Dutch Civil Code, towards the persons referred to in that Article and towards the private employment agency to compensate the damage to the persons referred to, unless the damage is to a significant extent the result of intent or wilful recklessness on the part of the temporary worker, all with due observance of the provisions of Article 7.
- 19.5 The hirer fully indemnifies the private employment agency against claims brought against the private employment agency due to the hirer's failure to comply with the obligations referred to in this Article and shall fully reimburse the employment agency for the related costs of legal assistance. The hirer grants the temporary employment agency the authority to assign its claims referred to in this Article to the directly interested party(ies).
- 19.6 The hirer is obliged to take out adequate, total liability insurance for all direct and indirect damage as referred to in this Article.

#### Article 20 IDENTIFICATION AND PERSONAL DETAILS

- 20.1 At the start of an employee's assignment, the hirer confirms the employee's identity on the basis of the original proof of ID. The hirer holds records in such a way that the employee's identity can be confirmed.
- 20.2 The company and the hirer will treat all personal details from employees disclosed to them within the framework of an assignment in confidence and they will process those details in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant privacy legislation.
- 20.3 Depending on the responsibilities and working method, the parties make the arrangements in accordance with the GDPR and related privacy legislation regarding, among other things, data breaches, the rights of data subjects and retention periods. If the company and the hirer have a shared processing responsibility, they will make further arrangements about, among other things, data subjects exercising their rights and the duty of disclosure. These arrangements are laid down in mutual regulations.
- 20.4 The hirer is responsible for disclosing personal details to or requesting them from the company only if and insofar as the hirer is entitled to do so by virtue of the GDPR.
- 20.5 The hirer indemnifies the company against all claims brought against the company by candidates, associates, employees of the hirer or other third parties in connection with the hirer's violation of the

GDPR and other privacy legislation and he will compensate the associated costs incurred by the company.

#### Article 21 BUSINESS CAR AND COMPANY CLOSURE

- 21.1 If the hirer intends to make a car available to the temporary agency worker, the hirer will inform the temporary employment agency of this without delay. The hirer agrees with the temporary worker only in consultation with the private employment agency that the car may be driven privately, so that the private employment agency can take this into account in the payroll tax. If the hirer fails to do so, he is obliged to compensate the ensuing damage, costs and (tax) consequences that the private employment agency suffers.
- 21.2 If a company closure or compulsory day off takes place during the posting, the hirer will inform the temporary employment agency about this when entering into the hiring agreement, so that the temporary employment agency can take this into account when determining the employment conditions. If the hirer fails to do so, he will owe the private employment agency the number of hours as agreed in the hirer agreement, multiplied by the last applicable hirer's rate, during the company closure or compulsory day off.

## CHAPTER 3 TERMS AND CONDITIONS FOR JOB PLACEMENT SERVICES

### Article 22 APPLICABILITY OF GENERAL PROVISIONS

The purport of the provisions of Chapter 1 of these general terms and conditions, more specifically, Articles 1, 2, 3, 4.7, 5 to 11 and Article 18, apply by analogy to the job placement contract between the job placement company and the client.

### Article 23 FEE AND CONTENT OF THE JOB PLACEMENT CONTRACT

- 23.1 The fee owed to the job placement company by the client may consist of either a pre-agreed fixed amount or a pre-agreed percentage of the fulltime gross annual salary offered to the jobseeker, plus a vacation allowance.
- 23.2 Unless agreed otherwise in writing, the fee referred to in paragraph 1 of this article is payable only if the job placement services have resulted in an employment contract or another employment relationship within the meaning of Article 16.2, with a jobseeker selected by the job placement company. The fee is also payable if the jobseeker selected by the job placement company will otherwise perform work for the client, for instance by way of an assignment.
- 23.3 The specific conditions on the basis of which the job placement company performs its job placement services are set out in the job placement contract.
- 24.4 Any memorandum items will be charged on the basis of subsequent calculation

### Article 24 EMPLOYMENT RELATIONSHIP BETWEEN THE CLIENT AND THE JOBSEEKER

If during the term of the instruction for job placement services or within six months of the end of that, the client himself (still) concludes an employment contract or a collaboration as referred to in Article 16.2 with a jobseeker selected by the job placement company, he must immediately pay the agreed fee to the job placement company.

### Article 25 SELECTION OF JOB SEEKER

- 25.1 The jobseeker is selected by the employment agency on the one hand on the basis of the wishes provided by the client to the employment agency regarding its qualities and skills and on the information provided regarding the nature of the position and on the other hand on the basis of the qualities and skills of the job seekers known to the employment agency. job seeker.
- 25.2 Requirements that are not function-relevant when providing wishes and information regarding the desired candidate and the nature of the position as referred to in the previous paragraph of this Article, cannot be set by the client. In any case, these requirements will not be honored by the employment agency, unless they are set in the context of a target group policy that is permitted by law, to promote equal labor participation.