



General terms & Conditions

1 juli 2023

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INTRODUCTION

The general provisions of Part A of these general terms and conditions apply to all legal relationships between Wiertz on the one hand and the other party on the other. The specific provisions of Part B together with the general provisions of Part A apply if an Agreement is (also) related to Agency Employment/Secondment of Flex Workers. The specific provisions of Part C together with the general provisions of Part A apply if an Agreement is (also) related to Payrolling. The specific provisions of Part D together with the general provisions of Part A apply if an Agreement is (also) related to agency activities regarding self-employed persons (Dutch: ZZP'ers). Parts A and E apply together for recruitment and selection. In case of any discrepancies, the more specific provisions take precedence over the general provisions.

PART A: GENERAL PROVISIONS

Artikel 1. Definitions

- 1.1. General Terms and Conditions: the present general terms and conditions.
- 1.2. Wiertz: the user of these general terms and conditions, including the private companies with limited liability Wiertz Company B.V., Wiertz Flex Solutions B.V., Wiertz Career Solutions B.V., Mister Watson B.V., Wiertz Flex Solutions II B.V., Wiertz Payroll Solutions B.V., Wiertz Payroll Solutions II B.V., Grenswerk Backoffice Services B.V., LSB Academie B.V., De Pooter Groep B.V., De Pooter B.V., Talentpool Services B.V., De Pooter Personeelsdiensten B.V., De Pooter BMZ B.V. and Agencja Pracy Z o.o. Sp.
- 1.3. Flex Worker: any natural person employed by Wiertz pursuant to an agency employment contract by virtue of Book 7, Section 690 of the Dutch Civil Code (whereby the payroll contract by virtue of Book 7, Section 692 of the Dutch Civil Code constitutes a special form of the agency employment contract), or the natural person employed by another employer who is subsequently posted by or through Wiertz at the Client, to perform work under the Client's management and supervision.
- 1.4. Prospective Flex Worker: a natural person with whom no agency employment contract has (yet) been concluded, however, this person has already been proposed/introduced to the Client with the aim to perform work under the Client's management and supervision through an agency employment contract with Wiertz.
- 1.5. Prospective Employee: a natural person recruited and selected by Wiertz, who has been proposed by Wiertz to the Client with respect to one or more positions and/or vacancies within the Client's organisation, regardless of whether the Prospective Employee was already directly or indirectly (through any capacity whatsoever) known to the Client.
- 1.6. Civil Code: the Dutch Civil Code.



- 1.7. Employment Agency collective labour agreement: the Collective Labour Agreement for Agency Workers concluded by the Algemene Bond Uitzendondernemingen.
- 1.8. Services: all services to be provided by Wiertz to the Client under a Contract.
- 1.9. User Company's Remuneration: the remuneration for the Flex Worker posted at the Client, which is equal to the remuneration applicable at the Client's for employees in the Client's service with equal or similar positions as performed by a Flex Worker, made up of the wage elements referred to in article 16 of the Employment Agency collective labour agreement.
- 1.10. Offer: any verbal or Written offer made by Wiertz to the Client.
- 1.11. Client: any natural or legal person who enters or intends to enter into a contract with Wiertz.
- 1.12. Client Fee: the fee payable by the Client to Wiertz, excluding extra allowances, expense allowances and VAT. The fee is charged per hour, unless otherwise agreed.
- 1.13. Agreement: every agreement, in any form whatsoever, between a Client and Wiertz, every amendment or addition to the amendment, as well as all (legal) acts in preparation and execution of such Agreement by Wiertz.
- 1.14. Parties: Wiertz and the Client together.
- 1.15. Payrolling: the employment of a Flex Worker proposed by the Client to Wiertz under an Agreement, while this Flex Worker is posted at the Client exclusively to perform work under the Client's management and supervision.
- 1.16. Written/In Writing: set down in writing or provided electronically, by e-mail or in any other way electronically.
- 1.17. Agency Employment/Secondment: the employment of a Flex Worker by Wiertz under an Agreement, to perform work under the management and supervision of the Client, whereby Wiertz has conducted the recruitment and selection of the employee involving no exclusive posting.

Artikel 2. Scope

- 2.1. These General Terms and Conditions apply to all Offers and legal relationships of and Agreements with Wiertz, including Services resulting from an Agreement. These General Terms and Conditions also apply to any further or follow-up agreements between Wiertz and the Client. The Client is deemed to have agreed to them.
- 2.2. Any deviations from these General Terms and Conditions shall only be valid if expressly agreed In Writing by the Parties. In that case, the deviating provisions expressly agreed In Writing shall prevail. The applicability of terms and conditions of purchase or other general terms and conditions of the Client is expressly rejected.
- 2.3. If one or more provisions in these General Terms and Conditions are null and void or annulled in whole or in part at any time, the other provisions of these General Terms and Conditions shall remain in full force and effect. The parties will in that case consult in order to agree on new provisions to replace the void or voided provisions that correspond with the parties' intention when drafting the void or voided provision.



- 2.4. Where Wiertz does not every time require strict compliance with these General Terms and Conditions, this does not mean that the relevant provisions do not apply, or that Wiertz would to any extent lose the right to require strict compliance with the provisions of these General Terms and Conditions in other cases.
- 2.5. In the event that Wiertz deviates from these General Terms and Conditions in one or more Agreements with the Client, this does not imply that this deviation also applies to earlier or later Agreements between Wiertz and the Client.
- 2.6. Wiertz is entitled to amend these General Terms and Conditions from time to time, whereby it shall observe a reasonable notice period in respect of the Client. In the absence of any objections by the Client within 14 days after notification, the amended General Terms and Conditions shall apply from the day of notification to all new Agreements as well as to all ongoing Agreements which are yet to be executed after the day of notification.
- 2.7. The records kept by Wiertz (including e-mails and digital scans of, for example, Agreements or invoices) serve as full evidence against the Client. This is an agreement of proof.

Artikel 3. Offers and conclusion of the Agreement

- 3.1. All Offers by Wiertz are without obligation and may be revoked by Wiertz at any time, even if the Offer contains a deadline for acceptance.
- 3.2. Wiertz cannot be held to its Offer if the Client could reasonably have understood that the Offer or any part of the Offer contains an obvious mistake or clerical error.
- 3.3. An Agreement is established when the Client:
 - places a (search) order with Wiertz;
 - accepts an Offer from Wiertz;
 - signs a Written Agreement together with Wiertz;
 - engages in an interview with a Prospective Employee.

If the Client places an order with Wiertz without a preceding Offer or if the Offer has not (yet) been signed by both Parties, the Agreement shall be deemed to have been concluded when the order is confirmed by Wiertz or when Wiertz proceeds with the execution of the order.

Artikel 4. Payment

- 4.1. Unless otherwise agreed in writing, payment of any amounts due by the Client to Wiertz must be made by the Client within 14 days after the (partial) invoice date as indicated by Wiertz and in the currency stated on the invoice. The value date on the bank statement will be decisive and shall be regarded as payment day.
- 4.2. Only payment to Wiertz or to a third party who has been expressly designated in writing by Wiertz shall have a liberating effect. Payments by the Client to Flex Workers - under any title - or the provision of advances to Flex Workers are non-binding in respect of Wiertz and can never constitute a reason for offsetting amounts or payment on any account whatsoever.



- 4.3. If the Client has objections to the invoice received, the Client must notify these objections In Writing to Wiertz within 8 days after the date of the invoice, failing which the validity of the invoice will have been confirmed.
- 4.4. The Client shall under no circumstances be entitled to suspend its obligations in respect of Wiertz and/or to offset its own (alleged) claim against Wiertz. Objections against the amount of an invoice or in respect of the Services provided do not entitle the Client to suspend or offset any payment.
- 4.5. If the Client fails to pay the invoice within the payment term, the Client shall be in default by operation of law, without prior notice of default being required. The Client shall owe contractual interest of 1.25% per month or part of a month on the amount then due from the date of default, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply. The interest on the amount due and payable shall be calculated from the moment the Client is in default until the moment of full payment of the entire amount due.
- 4.6. All costs, both in and outside a court of law, which Wiertz has to incur to enforce its rights, shall entirely be borne by the client. The compensation for extrajudicial costs shall be fixed at 15% of the principal amount owed including VAT and interest - unless Wiertz has demonstrably incurred more costs, in which case Wiertz may also claim that amount from the client - with a minimum of € 500 per claim. This compensation will always be payable by the Client as soon as the Client is in default and will be charged without any further proof.
- 4.7. Unless otherwise stated by Wiertz, payments by the Client shall always first be applied to reduce the costs and interest due (in that order) and then to reduce the principal sums and current interest, whereby older claims take precedence over new claims, regardless of whether the Client states a different order for the allocation of payment. Wiertz may refuse full repayment of the principal sum if this does not include the accrued and current interest and collection costs. If it seems desirable to Wiertz, and in any case if the Client is in default with any payment obligation for any reason, Wiertz shall, after entering into an Agreement and contrary to the agreed payment schedule, be entitled to demand payment in advance or a security for the Client's payment obligations. The Client must comply with this at Wiertz's first request.
- 4.8. If the Agreement is entered into with more than one Client, all Clients shall be jointly and severally liable to fulfil the payment obligations under the Agreement (regardless of the addressee on the invoice).
- 4.9. If the Client fails to meet its payment obligations, or fails to comply with a request by Wiertz as referred to in Article 4.7, Wiertz shall be entitled:
 - a. to dissolve the Contract with the Client in whole or in part without notice of default being required. In that case, if Wiertz incurs costs for this purpose or suffers damage in any way as a result of the Client's non-payment, the Client shall be liable for the damage and costs and must compensate them; or
 - b. suspend all or part of its obligations to the Client under the Agreement.



- 4.10. In the event of dissolution or termination or suspension of the Agreement, Wiertz shall never be obliged to pay any form of compensation to the Client, unless facts and circumstances underlying the dissolution, termination or suspension are attributable to Wiertz.
- 4.11. Wiertz is entitled to request a deposit from the Client before the commencement of the Agreement. In the event of Wiertz's request for a deposit, this deposit must be remitted to Wiertz by the Client before the start of the Services. If the Client fails to comply with Wiertz's request, Wiertz is entitled to suspend the Services until the Client has complied with the request for a deposit. After four (4) invoices of Wiertz have been collected from the Client in a timely manner, where the combined value of the collected amount shall be at least three times the agreed deposit, the deposit will be refunded by Wiertz to the Client.

Artikel 5. Fear of non-compliance

- 5.1 If after the conclusion of the Agreement Wiertz becomes aware of circumstances giving rise to fear that the Client will not, not properly and/or not timely comply with one of its obligations, all payment obligations of the Client in respect of Wiertz for any reason shall become immediately due and payable in full. This shall inter alia apply (but not be limited to) in the event of bankruptcy or suspension of payment of the Client or if an application for one of these measures is pending in respect of the Client, in the event of a resolution for dissolution or merger of or by the Client or if a prejudgment attachment or attachment under execution has been or is levied on any part of the Client's assets, or if the Client fails to fulfil any payment obligation in respect of Wiertz. Wiertz shall at all times be entitled to demand immediate payment of these due claims or a security in respect of these due claims.
- 5.2 Wiertz shall in that case be entitled to suspend the fulfilment of its obligations in respect of the Client until payment and/or security of all payment obligations has been made. If Wiertz proceeds to suspension, it shall in no way be obliged to compensate for any loss and/or costs arising in any way as a result on the part of the Client.
- 5.3 The Client shall be liable for all loss suffered by Wiertz arising from a situation described in paragraphs 1 and 2 of this article.

Artikel 6. Employment relationship

- 6.1. For the purposes of this article, entering into an employment relationship with a Prospective Flex Worker and/or Flex Worker shall mean:
- Entering into an employment agreement, a contract for work and/or an assignment agreement by the Client with a Prospective Employee and/or Flex Worker;
 - having the relevant Prospective Flex Worker and/or Flex Worker provided by a third party (e.g. another Agency Employment agency or payroll company);
 - entering into an employment relationship by the Prospective Flex Worker and/or Flex Worker with a third party, whereby the Client and such third party are



affiliated in a group (as referred to in Book 2, Article 24b of the Dutch Civil Code) or is a subsidiary of another (as referred to in Book 2, Section 24a of the Dutch Civil Code).

- 6.2. For the purposes of this article, Prospective Flex Worker and/or Flex Worker shall also refer to:
- Prospective Flex Workers and/or Flex Workers registered with Wiertz;
 - Prospective Flex Workers and/or Flex Workers introduced by Wiertz to and/or put into contact with the Client;
 - Flex Workers whose Agency Employment or Payrolling ended less than one year before entering into the employment relationship with the Client.
- 6.3. The Client shall only be entitled to enter into an employment relationship with a Prospective Flex Worker and/or Flex Worker if and to the extent that the provisions of this article are fulfilled.
- 6.4. The Client shall not enter into an employment relationship with the Flex Worker if and to the extent that the employment agreement between the Flex Worker on the one hand and Wiertz (or the third party) on the other hand has not been validly terminated and if and to the extent that the Client cannot validly cause the Agreement with Wiertz to be terminated or has terminated the Agreement.
- 6.5. The Client shall notify Wiertz In Writing as soon as possible of its intention to enter into an employment relationship with the Prospective Flex Worker and/or Flex Worker, before giving effect to that intention. The Agreement will in that case be terminated with due observance of these General Terms and Conditions.
- 6.6. If a Prospective-Flex Worker and/or Flex Worker is introduced to a possible Client through Wiertz and this possible Client enters into an employment relationship with that Prospective-Flex Worker and/or Flex Worker directly or through third parties within one year after the Prospective-Flex Worker and/or Flex Worker has been introduced for the same or another position, such Client shall owe Wiertz an immediately due and payable fee, not subject to offsetting any amounts, equal to 25% of the (Client) rate which would have been charged by Wiertz for the work of the Prospective-Flex Worker and/or Flex Worker if the latter had performed work for the Client through Wiertz for the duration of 2,080 hours, the minimum fee being € 12.500. The Client shall always owe this fee if the Prospective Flex Worker and/or Flex Worker has been introduced to the Client by Wiertz. Whether or not the Client already knew the prospective Flex Worker and/or Flex Worker directly or indirectly (in any capacity whatsoever) shall be irrelevant in respect of the obligation to pay as referred to in this article.
- 6.7. If the Client enters into an employment relationship, either directly or through third parties, for the same or another position, with a Flex Worker posted at the Client on the basis of an Agreement for a definite or indefinite period of time before such Flex Worker has worked 2,080 hours, the Client shall, without further notice of default, owe Wiertz, immediately due and payable and not subject to offsetting any amounts, a fee of 25% of the most recently prevailing (Client) rate in respect of 2,080 hours, less the hours already worked by the Flex Worker pursuant to the



Agreement. Whether or not the Client already knew the Flex Worker directly or indirectly (in any capacity whatsoever) shall be irrelevant in respect of the obligation to pay as referred to in this article.

- 6.8. If the Client enters into an employment relationship with the Flex Worker, for the same or another position, within twelve (12) months after his Agency Employment, Secondment, Payrolling or work (irrespective of whether it was based on an Agreement for a definite or indefinite period of time) to the Client has ended, the Client shall owe a fee equal to 25% of the Client Fee that would have been applicable to the relevant Flex Worker in respect of a period of 2,080 hours worked, less the hours already worked by the Flex Worker pursuant to the terminated Agreement. This shall apply both in the event that the Client has contacted the Flex Worker to that end, either directly or through third parties, and in the event that the Flex Worker has applied for employment with the Client, either directly or through third parties.

Artikel 7. Liability

- 7.1. If it is established at law or in any other way that Wiertz may be liable to the Client for loss suffered in relation to the Agreement or on account of tort or for any other reason, this liability, including any obligation to pay by virtue of Book 6, Section 230 of the Dutch Civil Code and/or Book 6, Section 271 of the Dutch Civil Code, shall at all times be limited in its entirety to the provisions in this clause:
- a. Wiertz's total liability for an attributable breach of the Contract or on any legal ground whatsoever, expressly including any breach of an obligation agreed with the Client, shall be limited to compensation for direct loss. Direct loss is understood to mean only loss resulting from damage or destruction of an item (repair costs or replacement costs).
 - b. Wiertz shall under no circumstances be liable for indirect loss suffered by the Client, including (but not limited to): consequential loss, loss of profit, missed savings, reduction of goodwill, loss as a result of claims by the Client's Clients, missed income, missed turnover, missed savings, loss as a result of interruption in business operations and other types of interruptions. Also Wiertz's liability in relation to destruction or loss of data or documents shall be excluded;
 - c. Wiertz shall under no circumstances be liable for loss caused by the fact that Wiertz relied on inaccurate data/files/resources and information provided by or on behalf of the Client;
 - d. Wiertz's liability, including any payment obligation under an obligation for reversal and any payment obligation under Book 6, Section 230 of the Dutch Civil Code, in respect of the Client is at all times limited to the amount paid out by Wiertz's liability insurance in such a case;
 - e. in the event no liability insurance is at hand or Wiertz's liability insurance does not pay - for any reason - Wiertz's liability, including any payment obligation by virtue of Book 6, Section 230 BW and/or Book 6, Section 271 BW



- shall on account of a specific Agreement be limited to the amount of the last three invoices paid by the Client under this Agreement together;
 - shall on any other account be limited to an amount of € 5,000 per claim; whereby Wiertz's total liability shall at all times be limited to a maximum amount of € 10,000 per year, irrespective of the basis of liability and the number of events causing a loss.
- 7.2. All subordinates of Wiertz may invoke the above provisions against the Client and, if necessary, against third parties on equal terms as Wiertz.
 - 7.3. The aforementioned limitations in article 7.1 do not apply in case of intent or deliberate recklessness of Wiertz or Wiertz's management.
 - 7.4. Loss for which Wiertz can be held liable must be reported In Writing to Wiertz as soon as possible, and at the latest within 14 days after its occurrence, on penalty of forfeiture of the right to compensation for such loss. This period does not apply if the Client can make it plausible that the loss could not be reported earlier for a valid reason.
 - 7.5. A liability claim against Wiertz lapses (or at least the Client gives up his right of claim) 12 months after the Client became aware of the loss-causing fact or could reasonably have become aware of it.
 - 7.6. The Client is obliged to ensure full coverage liability insurance.
 - 7.7. If the Client imputably fails to perform the agreements arising from the Agreement or these General Terms and Conditions and/or acts unlawfully in respect of Wiertz or the Flex Worker, the Client shall, without any further notice of default being required, be in default and shall compensate Wiertz for the loss suffered and to be suffered by Wiertz, which shall also include all actual costs of legal assistance and costs incurred in engaging third parties.
 - 7.8. The provisions of the previous paragraph do not affect the other rights to which Wiertz is entitled, such as claiming compliance, dissolution or taking other (legal) measures.

Artikel 8. Confidentiality

- 8.1. The Parties shall not disclose any confidential information of or about the other Party, its activities and relations, which has come to their knowledge pursuant to the Agreement, to third parties, unless - and then to the extent - disclosure of such information is necessary for the proper performance of the Agreement or they are under a statutory duty to disclose.
- 8.2. At the Client's request, Wiertz shall oblige the Prospective Employee and/or Flex Worker to observe confidentiality with respect to anything he becomes aware of in the performance of the work, unless the Prospective Employee and/or Flex Worker is under a statutory duty to disclose.
- 8.3. The Client is free to impose a direct obligation of confidentiality on the Prospective Employee and/or Flex Worker. The Client shall inform Wiertz of its intention to do so and provide Wiertz with a copy of the statement/agreement drawn up in this respect.



- 8.4. Wiertz shall not be liable for any fine, penalty or possible loss suffered by the Client as a result of breach of such duty of confidentiality by the Prospective Employee and/or Flex Worker.

Artikel 9. Posting hired Flex Workers

- 9.1. Wiertz is permitted to hire Flex Workers through another employer and then post them at the Client. If this situation occurs, this other employer must be read instead of "Wiertz", where "Wiertz" is mentioned in the position as the Flex Worker's employer in the Agreement and the General Terms and Conditions.

Artikel 10. Force majeure and right of suspension

- 10.1. Wiertz shall not be obliged to fulfil any obligation, including any statutory and/or agreed (guarantee) obligation, if Wiertz is prevented from doing so as a result of force majeure by virtue of Book 6, Section 75 Civil Code. Force majeure on the part of Wiertz includes: force majeure of Wiertz's suppliers, war, danger of war, epidemics, pandemics, riots, war risk, fire, water damage, flooding, strike, occupation of business premises, accident or illness of personnel, lock-out, import and export obstructions, government measures, machinery breakdown, failures in delivery, interruption in business operations, failure of internet, data network or telecommunication facilities, (cyber) crime (cyber) vandalism, general transport problems and any problems unforeseen by Wiertz and any other circumstance not exclusively dependent on the will of Wiertz.
- 10.2. Wiertz shall notify the Client as soon as possible of a situation referred to in the previous paragraph of this article. If the situation of force majeure is temporary, Wiertz's obligations under the Agreement shall be suspended for the period that this situation continues. If the situation is non-temporary, Wiertz shall be entitled to dissolve all or part of an Agreement.
- 10.3. In a situation of force majeure or a situation in which the Agreement is wholly or partly dissolved due to force majeure, Wiertz shall not be obliged to pay any compensation to the Client and/or third parties.
- 10.4. The Client shall not be entitled to suspend its obligations in whole or in part and shall at all times be obliged during the term of the Agreement to (continue to) pay at least the Client Fee for the number of hours specified in an Agreement. This obligation shall then apply inter alia - yet not exclusively - in the situation where the Client's business is closed - whether or not required by the government - or in case of reduced work supply, due to a pandemic or epidemic (Covid-19 included). This risk shall be expressly borne by the Client.
- 10.5. Any payment security provided by or on behalf of the Client must be extended accordingly.

Artikel 11. Anti-discrimination



- 11.1 Wiertz Company refrains from making unlawful distinctions, whether direct or indirect distinctions. Wiertz Company applies an anti-discrimination policy for this purpose which can be consulted at www.wiertz.com.
- 11.2 The anti-discrimination policy is an integral part of Wiertz Company's general terms and conditions and therefore applies to all contracts with Wiertz Company. By agreeing to the general terms and conditions, clients declare their compliance with and enforcement of this policy.

Artikel 12. Code of conduct

- 12.1. Wiertz Company operates a generally applicable code of conduct containing rules of conduct. The code of conduct can be consulted at www.wiertz.com.
- 12.2. The code of conduct is an integral part of Wiertz Company's general terms and conditions and therefore applies to all contracts with Wiertz Company. By agreeing to the general terms and conditions, clients declare their compliance with and enforcement of the code of conduct in the execution of the Agreement.

Artikel 13. Applicable law and choice of court

- 13.1. These General Terms and Conditions, all legal relationships between the Parties and the Agreements are governed by Dutch law.
- 13.2. All disputes arising from or relating to a legal relationship between the Parties shall in the first instance be exclusively settled by the competent court of the District Court of Limburg, location Maastricht, subject to mandatory provisions dictating otherwise. Nonetheless, Wiertz shall at all times be entitled to submit the dispute to the competent court according to the law.

PART B: AGENCY EMPLOYMENT/SECONDMENT

Artikel 14. Term and termination of the Agreement and the Agency Employment/Secondment

- 14.1. An Agreement is entered into for a fixed-term or indefinite period.
- 14.2. A fixed-term Agreement is an Agreement entered into:
- either for a fixed period;
 - either for a definable period of time;
 - either for a definable period not exceeding a fixed period.
- 14.3. If and as the Agreement concluded between the parties is entered into for a definite period, the Agreement is entered into for the term agreed between the parties. The Agreement can only be terminated prematurely if this has been made possible in the Agreement. Wiertz may terminate the Agreement prematurely with due observance of a notice period of one month, unless the Agreement provides otherwise.
- 14.4. An Agreement for an indefinite period of time ends by Written notice with due observance of a notice period of three calendar months, unless the Agreement provides otherwise.



- 14.5. Each Agreement shall terminate forthwith by notice of termination at such time as either Party terminates the Agreement because:
- the other Party is in default or;
 - the other Party ceases its business operations, makes a settlement with all its creditors, is dissolved, goes into liquidation and/or ceases its operations, or;
 - the other Party files for its own bankruptcy, bankruptcy is filed or the other Party is declared bankrupt or has filed for suspension of payments.
 - a substantial part of the other Party's property is seized by way of execution or precautionary seizure and the seizure is not lifted within fourteen days after the seizure.

If Wiertz terminates on account of one of these grounds, the Client's conduct on which the termination is based implies the Client's request to terminate the Agency Employment. This shall not result in any liability of Wiertz for any loss suffered by the Client as a result. As a result of the termination, all claims of Wiertz will be immediately due and payable.

- 14.6. The end of the Agreement means the end of the Agency Employment/ Secondment. Termination of the Agreement by the Client (also) implies the Client's request to Wiertz to terminate the current Agency Employment(s)/Secondment(s) by the date on which the Agreement has been validly terminated, respectively by which the Agreement has been validly dissolved.
- 14.7. If the Client terminates the Agreement in accordance with this article, the Client shall during the notice period pay the full hours, which the Flex Worker would have worked if he had continued to work on the usual conditions.
- 14.8. Any amounts invoiced by Wiertz to the Client for Services before the (premature) end of the Agreement, remain payable by the Client to Wiertz and become immediately due and payable at the time of the end of the Agreement. The Client is obliged to still fulfil its ongoing payment obligations arising from the Agreement, if and insofar as it receives invoices in this respect from Wiertz.
- 14.9. The Agency Employment/Secondment shall terminate by operation of law if and as soon as Wiertz can no longer provide the Flex Worker for work, because the employment agreement between Wiertz and the Flex Worker has ended and this employment contract is not subsequently continued for the purpose of the same Client. In this case, Wiertz shall not be in breach of its obligations in respect of the Client, nor shall it be liable for any loss suffered by the Client as a result.
- 14.10. The Client shall notify Wiertz in good time of the termination or continuation of the Agency Employment/Secondment in order to enable Wiertz to fulfil its obligations concerning a statutory notice period properly and fully. The Client shall indemnify Wiertz against any loss arising as a result.
- 14.11. If the Agency clause applies between the Flex Worker on the one hand and Wiertz on the other, the Client shall - if the Agency Employment/Secondment has continued for more than 26 weeks - always be obliged to notify Wiertz of the termination of the Agency Employment/Secondment at least ten calendar days before such termination, regardless of any applicable notice period in the Agreement



or the termination (by operation of law) of the Agreement (e.g. because of the end of the term). If the Client fails to comply with such notice period, the Client shall be liable for - and shall indemnify Wiertz against - all (direct and indirect) loss suffered by Wiertz as a result, including in any event (but not exclusively) the wages that the Flex Worker would have earned during the period of the failure to comply with the notice period.

- 14.12. The preceding articles are without prejudice to the right to rely on Book 6, Section 265 of the Civil Code.
- 14.13. Termination of an Agreement does not affect any other Agreements between Wiertz and the Client.

Artikel 15. Client's duty to supply information

- 15.1. The Client acknowledges that proper performance of the Agreement by Wiertz depends, as a rule, on the proper and timely supply of documents and details by the Client, in particular with regard to the determination of the Recipient's Remuneration. In order to allow the performance of the Agreement to proceed as much as possible according to time schedule, the Client shall provide Wiertz with all the requisites in good time, and in any event five days before commencement of the Agency Employment/Secondment, and the Client shall perform in good time all acts required by Wiertz for the performance of the Agreement, or which the Client should reasonably understand to be required for the performance of the Agreement, including - however, expressly not limited to - all information which may be pertinent to the Services. This expressly includes information relevant to the qualification of the employment contract with the Flex Worker, in particular with respect to the Client's activities (if any) under the recruitment and selection of the Prospective Flex Worker or Flex Worker. Such information may be relevant in qualifying the Flex Worker's employment contract as a possible payroll contract (within the meaning of Book 7, Section 692 of the Dutch Civil Code).
- 15.2. The Client acknowledges that all agreements between the Client and Wiertz (and the performance of the Services) are based on the assumption that between Wiertz and the Flex Worker a regular Agency Employment Contract within the meaning of Book 7, Section 690 of the Dutch Civil Code is/has been concluded, not a payroll contract within the meaning of Book 6, Section 692 of the Dutch Civil Code. In the unlikely event that, for any reason whatsoever, a payroll contract within the meaning of Book 7, Section 692 of the Dutch Civil Code is concluded between Wiertz and the Flex Worker, the Client shall be liable for - and shall indemnify Wiertz against - all (direct and indirect) loss (including however not limited to any wages due, contributions, taxes and all costs, including the actual costs of legal assistance) suffered by Wiertz as a result of this (re)qualification. This loss will be recovered from the Client with retroactive effect. In addition, the Client's rate will be adjusted accordingly (with retroactive effect), i.e. taking into account all (cost-increasing) rules applicable in respect of the payroll contract.



- 15.3. The Client must notify Wiertz in Writing of all information relevant to the qualification of the employment contract must - before Wiertz enters into an employment contract with the Prospective-Flex Worker. The Client shall be liable for all costs (including full legal costs) and loss suffered by Wiertz as a result of the Client's failure to comply or to comply fully with the foregoing duty to supply information.
- 15.4. When entering into the Agreement, the Client must inform Wiertz of any company closing days and collective compulsory days off during the term of the Agreement, to enable Wiertz where possible to make this circumstance part of the employment contract with the Flex Worker. If an intention to adopt company closing days and/or collective compulsory days off is only revealed after entering into the Agreement, the Client must notify Wiertz In Writing immediately from the moment it becomes aware of such days. If the Client fails to promptly inform Wiertz In Writing, the Client shall for the duration of the company closing days be obliged to pay Wiertz in full the Client Fee in respect of the number of hours and overtime per period applicable or usual under the Agreement and the General Terms and Conditions.
- 15.5. The Client must assess the Agency Employee in a timely manner - in accordance with the collective labour agreement or terms of employment scheme applicable to the Client. The Client is obliged to provide Wiertz with a written record of this assessment within 3 working days, in order to establish the right to a periodic increase.
- 15.6. The Client guarantees the accuracy, completeness, reliability, soundness and lawfulness of the acts and details supplied to Wiertz by or on its behalf. The Client moreover guarantees that it has provided or performed all essential requisites and acts within the meaning of paragraph 1 of this article for the preparation and execution of the Agreement.
- 15.7. If Wiertz requires information from the Client with respect to the fulfilment of its obligations under the law or the Employment Agency collective labour agreement, the Client shall provide such information to Wiertz free of charge upon first request.
- 15.8. The Client shall inform Wiertz in good time and in any event immediately after it has become aware of any changes to the User Company's Remuneration and of established initial wage increases In Writing.
- 15.9. The execution of the Contract shall not start until the Client has fulfilled the aforementioned duty to supply information and/or its duty of delivery. If the information required for the execution of the Contract is not provided to Wiertz in time, or the necessary acts are not performed in time, Wiertz is entitled to suspend the execution of the Agreement until all information has been provided or delivered by the Client, or Wiertz is entitled to perform (or cause to perform) any acts necessary to enable Wiertz to execute the Agreement, in which case the costs to be incurred by Wiertz shall be for the account and at the risk of the Client.
- 15.10. If the Agreement can no longer be executed within the agreed period, because the information necessary for the execution of the Agreement has not been provided to Wiertz in time, Wiertz shall be entitled to terminate the Agreement with immediate



effect, without being obliged to compensate any loss on the part of the Client. The extra hours and/or extra costs incurred by Wiertz as well as other loss suffered or to be suffered by Wiertz as a result of the Client's failure to comply with the duty to supply information as laid down in this article, shall be borne by the Client according to the applicable rates at that time.

- 15.11. The Client shall be liable for - and shall indemnify Wiertz against - any loss suffered by Wiertz, the Flex Worker and/or the Client as a result of the improper application of the User Company's Remuneration, if the User Company's Remuneration was determined on the basis of inaccurate or incomplete information provided by the Client to Wiertz. The Client shall furthermore be liable for all costs (including legal costs) and loss suffered by Wiertz as a result of the Client's failure to fulfil, or to fully fulfil, the duty to supply information referred to in this article (including the provision of all information which may be relevant to the qualification of the employment contract between Wiertz and the Flex Worker).

Artikel 16. Work procedure

- 16.1. The Client shall provide Wiertz with an accurate description of the position, job requirements, working hours, working time, activities, place of work, working conditions and the intended term of the Agreement prior to the commencement of the Agreement and/or the Agency Employment/Secondment.
- 16.2. On the basis of the information provided by the Client and the qualities, knowledge and skills known to the Client of the Prospective Flex-workers or Flex-workers eligible for Agency Employment or Secondment, Wiertz shall determine which Prospective Flex-workers or Flex-workers it will propose to the Client for the performance of the Agreement. Wiertz only has a best-efforts obligation. The Client is entitled to reject the proposed Prospective Flex Worker or Flex Worker, as a result of which the Agency Employment/Secondment of the proposed Prospective Flex Worker or Flex Worker will not take place.
- 16.3. Wiertz shall not be in default in respect of the Client and shall not be liable to compensate any loss and/or costs if the contacts between the Client and Wiertz prior to a possible Agreement, including a specific request by the Client to post a Flex Worker, for any reason whatsoever do not result in the actual Agency Employment/Secondment of a Flex Worker or not within the term desired by the Client.
- 16.4. Wiertz shall not be liable for any loss as a result of the deployment of Flex Worker(s) who prove(s) not to meet the requirements set by the Client, unless the Client files a Written complaint in this respect with Wiertz within a reasonable period after commencement of the Agency Employment/Secondment, proving intent or wilful recklessness on the part of Wiertz in the recruitment and selection.

Artikel 17. Position and remuneration

- 17.1. The Flex Worker's remuneration, including any allowances and expense allowances, shall be determined in accordance with the Agency Employment Contract (including



- the provisions concerning the User Company's Remuneration) and the applicable laws and regulations, all based on the job description provided by the Client.
- 17.2. If at any time such job description and the corresponding grade appear not to correspond to the position actually held by the Flex Worker, the Client shall promptly provide Wiertz with the appropriate job description and corresponding grade. The Flex Worker's remuneration shall be reassessed on the basis of the new job description. The job description and/or classification may be adjusted during the Agreement, if the Flex Worker is entitled to such adjustment in accordance with laws and regulations, the Agency Employment Contract and/or the User Company's Remuneration. If the adjustment results in higher remuneration, Wiertz shall adjust the Flex Worker's remuneration and the Client Fee accordingly. The Client shall owe this adjusted Client Fee to Wiertz, possibly with retroactive effect, from the moment the actual position is being performed.
 - 17.3. The Client shall notify Wiertz in writing of changes to the User Company's remuneration and of the established initial wage increases in good time and in any event immediately from the moment any such changes become known.
 - 17.4. If, with respect to the period wage in the job scale, it is the Client's policy to determine the grading at the start of the work partly on the basis of experience, this shall also apply to the Flex Worker. The Client shall be obliged to inform Wiertz of such a policy so that it can be taken into account in the grading. If the Client does not take the work experience relevant to the position into account in the grading, Wiertz shall nevertheless take it into account for the Flex Worker pursuant to the Agency Employment Contract. As in that case the Flex Worker cannot be placed in the lowest step of the job scale applicable to him, the Client shall cooperate to the determination of the grade and step in the scale appropriate to the Flex Worker's work experience relevant to the position. If it should appear afterwards that the grading is or has been inappropriate, Wiertz shall furthermore be entitled to determine the remuneration with retrospective effect and to adjust the Client Fee accordingly (with retroactive effect) and charge it to the Client. The Client shall also be liable for all costs (including full legal costs) and loss suffered by Wiertz as a result of the Client's failure to comply or comply fully with this obligation.
 - 17.5. With regard to the Flex Worker's grading, Wiertz shall be obliged to base itself on at least the previous grading, if the Flex Worker returns to the same client, or to a client within the same collective agreement area in an almost equal position, or in the situation of successive employership. Upon return within nine months, a step increase will then also be granted pursuant to the Employment Agency collective labour agreement, if such an increase would have been granted in this period of interruption.
 - 17.6. With regard to periodic wage increases for the Flex Worker (and with this an adjustment to the client rate,) the following applies pursuant to the Employment Agency collective labour agreement:
 - Periodic wage increases are granted in the same manner as at the Client.



- If the granting of a period-linked salary increment at the Client depends on the Flex Worker's assessment, the Flex Worker will always be granted a period-linked salary increment, unless the Client can sufficiently demonstrate (at Wiertz's discretion) that the Flex Worker would not have received a period-linked salary increment under the rules and procedures at the Client. If the Client fails to do so, Wiertz shall be free to still grant the Flex Worker a period-linked salary increment. In addition, if no or no timely assessment has taken place, Wiertz shall be free to grant the Flex Worker a period-linked salary increment which is evidently most applied at the Client.
 - Pursuant to the Agency Employment Contract, the Flex Worker must not miss out on a period-linked salary increment due to the fact that he changed Clients. In that case, in each subsequent placement, Wiertz shall also take into account the relevant work experience gained at previous clients in (practically) the same position when awarding a period-linked salary increment, even if this is not the usual way of determining a period-linked salary increment at the Client.
- 17.7. If the Flex Worker is not classifiable under the Employment Agency collective labour agreement or if no employees are employed by the Client in an equal or equivalent position, the Flex Worker's remuneration shall be determined on the basis of discussions conducted by Wiertz with the Flex Worker and, if applicable, the Client. Aspects such as the necessary capacities entailed in filling the position, responsibilities, experience and level of education will be considered. At Wiertz's first request, the Client shall cooperate to the interview referred to above and provide Wiertz with all information that Wiertz considers necessary to determine the Flex Worker's appropriate remuneration.
- 17.8. If a circumstance arises as a result of which the Flex Worker - in derogation of the foregoing paragraph - must be/should have been remunerated pursuant to the User Company's Remuneration, the Client shall notify Wiertz In Writing in good time and in any event immediately from the moment it has become aware of such circumstance. In such event the Flex Worker's remuneration and the Client Fee shall be adjusted in accordance with paragraph 2 of this article.
- 17.9. Extra allowances, including allowances for overtime, travel hours or travel time, shift work, work in physically demanding circumstances, work at special times or days (including public holidays) and/or shifted hours, are remunerated in accordance with the relevant provisions in the Employment Agency collective labour agreement or - if applicable - the User Company's Remuneration and are charged on to the Client. This also applies to expense allowances.



Artikel 18. Client Fee

- 18.1. The fee payable by the Client to Wiertz shall be calculated by multiplying the agreed Client Fee by the hours worked by the Flex Worker or (if this number is higher) by the hours to which Wiertz is entitled pursuant to the Agreement and/or the General Terms and Conditions, irrespective of the actual number of hours worked by the Flex Worker. The Client Fee shall also be increased by the extra allowances and increased by the expense allowances payable by Wiertz to the Flex Worker. VAT shall be charged on the total fee payable by the Client to Wiertz.
- 18.2. The fee payable by the Client to Wiertz shall be increased by the compensation due to the Flex Worker on account of failure to (fully) comply with the notice period and/or the transitional fee, to the extent the Flex Worker may claim such fee pursuant to the provisions of Book 7, Section 668 of the Dutch Civil Code and Book 7, Section 673 of the Dutch Civil Code, respectively. Wiertz shall pass these fees on to the Client on a one-for-one basis.
- 18.3. If at any time the Flex Worker's scope of work must be adjusted upwards because of Wiertz's compulsory offer accepted by the Flex Worker (in view of the provisions of Book 7, Section 628a paragraph 5 of the Dutch Civil Code), the Client shall (from the moment that Wiertz has to pay such number of hours to the Flex Worker) at all times be due the Client Fee in respect of such adjusted number of hours.
- 18.4. If at any time the User Company's Remuneration must be applied or increased, Wiertz shall redetermine the Flex Worker's remuneration and the Client Fee on the basis of the information provided by the Client regarding the job classification and User Company's Remuneration. The remuneration and the Client Fee shall include all elements of the User Company's Remuneration applicable to the Client.
- 18.5. In addition to the aforementioned cases, Wiertz shall in any case also be entitled to adjust the Client Fee during the term of the Agreement, if the costs of the agency work increase:
- as a result of an amendment to the Employment Agency collective labour agreement or of the relevant wages provided for or an amendment to the collective labour agreement and/or terms of employment scheme applicable at the Client's;
 - as a result of changes to or as a result of legislation and regulations, including changes to or as a result of social and tax law and regulations, the Employment Agency collective labour agreement or any binding regulations;
 - as a result of a (periodic) wage increase and/or a (one-off) mandatory payment arising from the Employment Agency collective labour agreement, the collective labour agreement and/or terms of employment scheme applicable at the Client's and/or laws and regulations;
 - as a result of amendment to the qualification of the employment contract between Wiertz and the Flex Worker.
- 18.6. If due to any cause attributable to the Client, the remuneration has been set too low, Wiertz shall also be entitled to retrospectively set the remuneration and to retrospectively adjust and charge the Client Fee accordingly. Wiertz may also charge



the Client for any amount the Client has underpaid as a result and costs incurred by Wiertz as a result.

Artikel 19. Invoicing and time keeping/time sheets

- 19.1. Invoicing takes place on the basis of the method of timekeeping agreed with the Client in compliance with these general terms and conditions, assignments and/or other agreements.
- 19.2. If no method of time keeping has been agreed, time keeping will take place through claim forms which have been approved in writing by the Client. The Client and Wiertz may agree that the time keeping will take place through a time-registration system, an electronic and/or automation system or through statements drawn up by or for the Client.
- 19.3. The Client shall moreover owe the Client Fee in respect of hours during which the Flex Worker was unable to perform the work due to a cause which - if the Client had been the Flex Worker's employer - should reasonably be for the Client's account pursuant to Book 7, Sections 628 and 628a of the Dutch Civil Code.
- 19.4. Wiertz shall at any rate submit invoices on the basis of the number of hours agreed in the Agreement that the Flex Worker is posted at the Client. Invoicing shall take place on a weekly basis. Upon approval of the hours for the preceding week, the Client shall be obliged to submit the hours to Wiertz by 3 p.m. at the latest on the following Tuesday. The Client will be liable for providing incomplete or inaccurate timesheets and indemnifies Wiertz in this respect.
- 19.5. The Client shall ensure that it approves the hours in a timely manner to enable Wiertz to have the time sheets at its disposal immediately following the week worked by the Flex Worker. The Client shall be responsible for the manner in which the timesheets are provided to Wiertz. By approving the timesheets, the Client also confirms that the Flex Worker is performing to satisfaction and has actually performed the work.
- 19.6. Before providing the timesheets, the Client shall give the Flex Worker the opportunity to check the timesheets. If and to the extent that the Flex Worker disputes the information in the timesheets, Wiertz shall be entitled to determine the hours and costs in accordance with the Flex Worker's statement, unless the Client can demonstrate that the information stated by it is right and proper.
- 19.7. If time keeping is effected through claim forms to be supplied by the Flex Worker, the Client shall retain a copy of the claim form. In the event of any discrepancy between the claim form submitted by the Employee to Wiertz and the copy retained by the Client, or upon non-fulfilment of the Client's obligations as referred to in this article, the claim form submitted by the Employee to Wiertz shall constitute full evidence for the purpose of the financial settlement, subject to evidence to the contrary provided by the Client.



Artikel 20. Special minimum payment obligations

- 20.1. Without prejudice to the Client's other obligations in respect of Wiertz – the Client shall at any rate be obliged to pay Wiertz the Client Fee calculated on three hours worked if:
- the Flex Worker is present at the agreed time and place to perform the agency work, however, the Client does not enable him to commence the agency work, or:
 - the Client enables the Flex Worker to perform the agency work for less than three hours.
- 20.2. Without prejudice to the Client's other obligations in respect of Wiertz, the Client shall at all times be obliged to pay the Client Fee in respect of the hours for which the Flex Worker is entitled to salary, in accordance with the provisions of Book 7, Section 628a paragraph 3 of the Dutch Civil Code .

Artikel 21. Replacement, availability and reintegration

- 21.1. Wiertz shall be entitled to replace a Flex Worker posted at the Client by another Flex Worker with continuation of the Agreement, inter alia with a view to Wiertz's efficient management or personnel policy, preservation of employment or compliance with applicable laws and regulations, in particular the applicable Employment Agency collective labour agreement and the dismissal rules for the Agency Employment sector.
- 21.2. Wiertz shall not imputably fail in respect of the Client and shall not be liable for compensation of any loss or costs to the Client if Wiertz for any reason whatsoever cannot (or can no longer) supply a (replacement) Flex Worker to the Client in the manner and to the extent agreed in the Agreement or subsequently.
- 21.3. During the Flex Worker's incapacity for work, the Client cannot terminate the posting of the Flex Worker or cause it to be terminated, can the Client terminate the Agreement with Wiertz. The Client shall - at Wiertz's first request - cooperate to the reintegration of the (incapacitated) Flex Worker who was posted at the Client. This means, inter alia (but not exclusively) that the Client is obliged to have the Flex Worker perform reintegration work in a modified position or for an adjusted number of hours. If the Client fails to cooperate or cooperates insufficiently, the Client shall (possibly expressly in derogation of the provisions of the Agreement) continue to pay the Client Fee in respect of the number of hours for which the Flex Worker is entitled to continued payment of wages from Wiertz.
- 21.4. The Flex Worker is not posted exclusively at the Client. Wiertz is permitted to post the Flex Worker at another client without the Client's consent.

Artikel 22. Proper conduct of management and supervision

- 22.1. In its management and supervision as well as in respect of the performance of the work, the Client shall act with the same due care in respect of the Flex Worker as it is required to apply in respect of its own employees.
- 22.2. The Client is not allowed to on-lend the Flex Worker to a third party; in other words, to place the Flex Worker with a third party for the performance of work under the



management and supervision of such third party. On-lending shall also include placement by the Client with a person or legal entity with which the Client is affiliated in a group.

- 22.3. The Flex Worker can only be deployed abroad by a Client based in the Netherlands for a limited period of time, subject to the conditions that the Client has organised management and supervision and that the employment has been agreed in writing with Wiertz and the Flex Worker.
- 22.4. The Client shall compensate the Flex Worker for any loss suffered by the latter as a result of the fact that any property item belonging to him, which was used with respect to of the assigned work, has been damaged or destroyed.
- 22.5. The Client shall, where possible, take out adequate insurance against liability under the provisions of this article. At Wiertz's request, the Client shall provide Wiertz with proof of insurance.

Artikel 23. Working hours and working time

- 23.1. The scope of work and working hours of the Flex Worker at the Client shall be agreed prior to the Agency Employment or Secondment. The Flex Worker's working hours, working time and breaks shall be equal to the relevant times and hours customary with the Client, unless agreed otherwise. The Client warrants that the Flex Worker's working hours and breaks and working time satisfy the statutory requirements. The Client shall ensure that the Flex Worker does not exceed the statutory permitted working hours and the agreed scope of work.
- 23.2. Holidays and leave of the Flex Worker will be arranged in accordance with the law and the Employment Agency collective labour agreement.
- 23.3. If the Flex Worker requires specific training or work instructions for the performance of the assignment, the hours spent by the Flex Worker on such training shall be charged to the Client as hours worked.

Artikel 24. Working Conditions

- 24.1. The Client declares that it is familiar with the fact that it is considered an employer under the Working Conditions Act.
- 24.2. The Client shall be responsible in respect of the Flex Worker and Wiertz for complying with the obligations arising from Book 7, Section 658 of the Dutch Civil Code, the Working Conditions Act and related regulations in respect of safety in the workplace and proper working conditions in general.
- 24.3. The Client shall provide the Flex Worker and Wiertz with information In Writing in good time, in any event five working days before commencement of the work, concerning the required professional qualifications and the specific characteristics of the position to be filled. The Client shall actively inform the Flex Worker regarding the Risk Inventory and Evaluation (RIE) used within its company.
- 24.4. If the Flex Worker should suffer an industrial accident or occupational disease, the Client shall, if so required by law, promptly notify the competent authorities and ensure that a written report shall be drawn up without delay. The report will



establish the circumstances of the accident in such a way that it can be ascertained with a reasonable degree of certainty whether and to what extent the accident was caused by the fact that insufficient measures were taken to prevent the accident or occupational disease. The Client shall inform Wiertz as soon as possible of the industrial accident or occupational disease and shall submit a copy of the report drawn up.

- 24.5. The Client is obliged to strictly enforce the regulations on smoke-free workplaces effective from 1 July 2008. Any consequences of non-compliance are entirely for the Client's account and at his risk.
- 24.6. The Client shall compensate the Flex Worker for - and indemnify Wiertz against - all loss (and costs including the actual costs of legal assistance) suffered by the Flex Worker in the performance of his work, if and to the extent that the Client and/or Wiertz is liable pursuant to Book 7, Section 658 and/or article 611 and/or Book 6, Section 162 of the Dutch Civil Code. The phrase "suffered by the Flex Worker in the performance of his work" here expressly includes loss suffered by the Flex Worker during commuting.
- 24.7. If a Flex Worker becomes incapacitated for work due to an industrial accident, occupational disease or any other event attributable to the Client, Wiertz shall recover from the Client the gross wage (including employer's contributions) paid by Wiertz during the Flex Worker's incapacity for work, to be increased by the costs to be incurred by Wiertz to enforce performance of this obligation (including the actual costs of legal assistance and extrajudicial collection costs).
- 24.8. The provisions of the preceding paragraph shall also apply in respect of the Sickness Benefits paid to a Flex Worker and the relevant supplement, the former explicitly in deviation from Section 52b of the Sickness Benefits Act.
- 24.9. If an industrial accident results in the death of the Flex Worker, the Client shall be obliged to compensate damage (including costs including the actual costs of legal assistance) in accordance with Book 6, Section 108 of the Dutch Civil Code to the persons referred to in that article and to indemnify Wiertz against all damage (including costs including the effective costs of legal assistance) for which it is held liable.
- 24.10. The Client shall take out adequate insurance against liability under the provisions of this article. At Wiertz's first request, the Client shall provide Wiertz with proof of insurance.

Artikel 25. Privacy and verification and retention duty on the part of the Client

- 25.1. The Client shall receive from Wiertz personal data of the Flex Workers. If the Client decides not to hire a Flex Worker who has been offered to the Client, the Client shall destroy the personal data provided by Wiertz within one week.
- 25.2. Upon commencement of the Agency Employment or Secondment of a Flex Worker, the Client shall establish the Flex Worker's identity on the basis of an original identity document stating the Flex Worker's nationality. Such identity document shall be carefully checked for authenticity and validity.



- 25.3. The Client shall treat the Flex Worker's personal data which it becomes aware of under the Agency Employment/Secondment as confidential and process them in accordance with the provisions of the applicable privacy laws and regulations.
- 25.4. The Client with whom a foreign national within the meaning of the Foreign Nationals (Employment) Act is placed by Wiertz, expressly declares that he is familiar with Article 15 of this Act, which stipulates, inter alia, that the Client must receive a copy of the foreign national's document, as referred to in Article 1 of the Compulsory Identification Act, at the start of the foreign national's employment. The Client is responsible for carefully checking the aforementioned document and, on that basis, establish the foreign national's identity and includes a copy of the document in its records. Wiertz is not responsible or liable for any fine imposed on the Client under the Foreign Nationals (Employment) Act.
- 25.5. Wiertz shall not be liable for fines or claims imposed on the Client for non-compliance with its obligations mentioned in this article.
- 25.6. The Client shall at all times indemnify Wiertz for fines imposed on and claims against Wiertz for non-compliance by the Client with the obligations mentioned in this article.

Artikel 26. Employee participation

- 26.1. The Client shall give a Flex Worker who is a member of Wiertz's works council or of the Client's works council the opportunity to exercise these participation rights in accordance with the laws and regulations.
- 26.2. If the Flex Worker exercises employee participation in the Client's company, the Client shall also owe the Client Fee in respect of the hours in which the Flex Worker performs work during working hours or takes a training course in relation to performing employee participation.
- 26.3. The Client declares to be familiar with its duty to supply information under the Works Councils Act (WCA) concerning the (expected) deployment of Flex Workers in its company. If and to the extent that the Client wishes to rely on data provided or to be provided by Wiertz in performing this duty to supply information, such provision of data shall not go beyond the WCA's requirements.

Artikel 27. Obligations regarding the Act on the allocation of workers by employment agencies

- 27.1. The Client expressly declares to be familiar with the obligations applicable to the Client under the Act on the allocation of Flex Workers by Employment Agencies, including - however, expressly not limited to:
- Section 8b of the Act on the allocation of workers by employment agencies: the Client shall ensure that the Flex Workers have equal access to the company facilities or services in its company, in particular canteens, childcare and transport facilities, as the employees employed by the Client's company in equal or equivalent positions, unless the difference in treatment is justified for objective reasons;



- Article 8c of the Act on the allocation of workers by employment agencies: the Client shall ensure that vacancies arising within its company are notified to the workers in a timely and clear manner, to enable the workers to have the same chances of obtaining an employment contract for an indefinite period of time as the employees of the Client's company;
- Article 10 of the Act on the allocation of workers by employment agencies: the Client shall inform Wiertz in good time and in full of the intention, commencement, continuation or termination of collective actions organised or non-organised by the trade unions, including - but not limited to - a work strike, lock-out or sit-down strike. In the performance of its management and supervision of the Flex Workers, the Client shall expressly not give assignments to the Flex Workers in violation of Section 10 of the Act on the allocation of workers by employment agencies.
- Article 12a of the Act on the allocation of workers by employment agencies: the Client shall provide both Wiertz and the Flex Workers before commencement of the Agency Employment/Secondment In Writing with information about the employment conditions referred to in Article 8 of the Act on the allocation of workers by employment agencies.

Artikel 28. Prohibited distinction and treatment of Flex Workers

- 28.1. The Client and Wiertz shall not make any prohibited distinction, neither on the basis of religion, belief, political affiliation, sex, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age nor on any other ground whatsoever. The Client and Wiertz shall only set or take into account requirements relevant to the position with regard to the provision or performance of the Agreement and in the selection and treatment of the Flex Worker.
- 28.2. The Client shall be familiar with the House for Whistleblowers Act and shall ensure that the Flex Worker has access to the whistleblower scheme in the same manner as its own staff if the Client has such a scheme in place or if such a scheme applies to the Client.
- 28.3. If the Client has a complaints procedure relating to the treatment of employees, it shall ensure that the Flex Worker has access to this complaints procedure in the same manner as its own staff. This shall concern only complaints which do not concern Wiertz's employment to the extent that no legal obligations are in force in any other respect.

Artikel 29. Liability for Flex Workers

- 29.1. Wiertz shall endeavour to perform the Agreement as a reasonable and competent contractor.
- 29.2. During the term of the Agreement, the Client shall be liable for any damage suffered by Wiertz, the Flex Worker and/or third parties as a result of the Flex Worker's acts and/or omissions. Wiertz shall not be liable for any damage or loss suffered by the Client as a result of the Flex Worker's acts and/or omissions. The Client shall



indemnify Wiertz against any liability (including costs including the actual costs of legal assistance) - direct or indirect - in respect of the damage and/or loss referred to in this paragraph.

- 29.3. The Client must take out adequate insurance to cover the liabilities stipulated in this article. The Client must submit a copy of the policy schedule to Wiertz at Wiertz's first request.

Artikel 30. Intellectual and industrial property

- 30.1. At the Client's request, Wiertz shall have the Flex Worker sign a written statement in order - to the extent necessary and possible - to ensure or promote that all rights of intellectual and industrial property in the results of the Flex Worker's work accrue to or (will) be transferred to the Client. If Wiertz owes the Flex Worker a fee with respect to this or in any other respect incurs costs, the Client shall be due to pay Wiertz an equal fee or costs.
- 30.2. The Client is free to enter into an agreement directly with the Flex Worker or to submit to him a statement for signing in respect of the intellectual and industrial property rights referred to in paragraph 1 of this article. The Client shall inform Wiertz of this intention and provide Wiertz with a copy of the agreement/statement drawn up in this respect.
- 30.3. Wiertz shall not be liable in respect of the Client for any fine or penalty which the Flex Worker forfeits or any loss suffered by the Client as a result of the fact that the Flex Worker appeals to any right of intellectual and/or industrial property.

PART C: PAYROLLING

Artikel 31. Definitions

- 31.1. The definitions set out below shall apply in addition to the definitions adopted in Article 1 of these General Terms and Conditions. If the same term as in Article 1 is defined below, the definition of this term in this Article shall prevail.
- 31.2. Flex Worker: Any natural person employed by Wiertz pursuant to a payroll contract pursuant to Book 7, Section 692 of the Dutch Civil Code and nominated by the Client, who is then exclusively placed with the Client by or through Wiertz to perform work under the Client's management and supervision.
- 31.3. Remuneration: the remuneration applicable at the Client for employees employed by the Client in an equal or similar position as the Employee, i.e. the terms of employment referred to in article 8a of the Act on the allocation of workers by employment agencies.
- 31.4. CLA: the Client's collective labour agreement.

Artikel 32. Term and termination of the Agreement and the Placement

- 32.1. The provisions of Article 14 of these General Terms and Conditions apply mutatis mutandis in the case of Payrolling, with the exception of paragraphs 10 and 13.



Where in Article 14 reference is made to Agency Employment/ Secondment, Payrolling is deemed to be referred to.

- 32.2. In the event of termination or dissolution of the Agreement or transfer of the business within the meaning of Book 7, Section 662 et seq. of the Dutch Civil Code, the Client shall be obliged to offer all Flex Workers placed by Wiertz to the Client on the day on which the Agreement is terminated or dissolved and/or the transfer of business takes place - including Flex Workers who are at such moment (permanently) unfit for work - an employment contract for the same position and on the same terms of employment, with retention of the rights accrued by the Flex Workers. The Client shall be liable for all costs and loss on the part of Wiertz if the Client does not offer the Flex Workers an employment contract or Flex Workers remain employed by Wiertz in any other respect. Within one week after termination of the Agreement, the Client must show Wiertz a copy of the employment contract concluded in writing with the Flex Worker.

Artikel 33. Conditions for termination of the relationship between the Client and Wiertz

- 33.1. If the Client wishes to terminate the placement of the Flex Worker or the Agreement with Wiertz, the Client must have (legally valid) reasons with respect to this, such that Wiertz shall be able to validly terminate the employment contract. Both Wiertz and the Client must comply with the applicable laws and regulations applicable to the termination of the employment agreement between Wiertz and the Flex Worker.
- 33.2. If the Client is unable to substantiate the reason(s) stated for termination of the placement by sufficient Documentary Evidence, Wiertz shall not be obliged to accept the Client's termination. The Client may only (prematurely) terminate the placement of the Flex Worker who has an employment agreement with Wiertz for a definite or indefinite period by the first day on which the employment agreement between Wiertz and the Flex Worker can be validly cancelled or terminated.
- 33.3. The Client shall be obliged at Wiertz's first request, if so desired together with Wiertz, to attend the oral hearing of any legal proceedings conducted against the Flex Worker (formerly) placed with the Client.
- 33.4. At the Client's request, Wiertz shall enter into consultation with the Flex Worker in order to terminate the employment contract amicably. Wiertz shall in no way be obliged to cooperate with such request by the Client. Wiertz cannot be held liable if Wiertz and the Flex Worker do not reach an amicable arrangement.
- 33.5. If a notice of termination by the Client is accepted by Wiertz, the Client shall during the applicable notice period be obliged to enable the Flex Worker to perform the agreed work at the Client.

Artikel 34. Position and remuneration

- 34.1. The Flex Worker's Remuneration, including any extra allowance and expense allowances, shall be determined in accordance with the collective agreement applicable at the Client's, any conditions applicable at the Client's, and the



applicable laws and regulations, all based on the job description provided by the Client.

- 34.2. If at any time such job description and the corresponding grade appear not to correspond to the position actually held by the Flex Worker, the Client shall promptly provide Wiertz with the appropriate job description and corresponding grade. The Flex Worker's Remuneration shall be reassessed on the basis of the new job description. The job description and/or salary may be adjusted during the Agreement, if the Flex Worker is entitled to such an adjustment in accordance with laws and regulations and/or the collective labour agreement and/or the conditions applicable at the Client. If the adjustment results in higher remuneration, Wiertz shall adjust the Flex Worker's Remuneration and the Client Fee accordingly, if desired with retroactive effect. The Client shall owe this adjusted Client Fee to Wiertz from the moment the actual position is being performed.
- 34.3. The Client shall inform Wiertz of any changes to the Remuneration and of any established initial wage increases in a timely manner and in any event immediately after it has become aware of this.
- 34.4. All extra allowances, regular allowances and other terms and conditions of employment (excluding pension) shall be remunerated in accordance with the relevant regulation in the applicable collective labour agreement and any terms and conditions applicable at the Client and shall be charged on to the Client.

Artikel 35. Client's duty to supply information

- 35.1. The Client acknowledges that a proper execution of the Contract by Wiertz normally depends as on the proper and timely delivery of documents and data by the Client, in particular with regard to the determination of the Remuneration. In order to allow the performance of the Agreement to proceed as much as possible according to time schedule, the Client shall provide Wiertz in due time with all requisites and the Client shall perform in due time all acts required by Wiertz for the performance of the Agreement, or which the Client should reasonably understand to be required for the performance of the Agreement, including - however expressly not limited to - all information which may be pertinent to the Services.
- 35.2. When entering into the Agreement, the Client must inform Wiertz of any company closing times and collectively compulsory days off during the term of the Agreement, to enable Wiertz, where possible, to cause this circumstance to be part of the employment agreement with the Flex Worker. If an intention to adopt company closing days and/or collective compulsory days off is revealed after entering into the Agreement, the Client must inform Wiertz immediately from the moment it has become aware of this. If the Client fails to notify Wiertz in time, the Client shall be obliged to pay Wiertz the Client Fee in full for the duration of the company closing days in respect of the number of hours and overtime per period applicable or usual under the Agreement and General Terms and Conditions.
- 35.3. The Client guarantees the accuracy, completeness, reliability, soundness and lawfulness of the acts performed and details supplied to Wiertz by or on its behalf. The Client furthermore guarantees that it has provided or performed all essential



- supplies and acts within the meaning of this article for the preparation and execution of the Agreement.
- 35.4. If Wiertz requires information from the Client in the fulfilment of its obligations under the law or the collective agreement, the Client shall provide such information to Wiertz free of charge upon first request.
 - 35.5. If the data required for the execution of the Contract are not provided to Wiertz in time, or the necessary acts are not performed in time, Wiertz has the right to suspend the execution of the Contract until all the data are provided or delivered by the Client, or Wiertz has the right to perform acts or have acts performed which ensure that Wiertz has the aforementioned supplies at its disposal for the execution of the Contract, in which case the costs to be incurred by Wiertz shall be for the account and risk of the Client.
 - 35.6. If the Agreement can no longer be executed within the agreed period, because the information necessary for the execution of the Agreement has not been provided to Wiertz in time, Wiertz is entitled to terminate the agreement with immediate effect, without being obliged to compensate any damage on the part of the Client. The extra hours and/or extra costs incurred by Wiertz as well as other damage suffered or to be suffered by Wiertz as a result of the Client's failure to comply with the duty to supply information stipulated in this article shall be borne by the Client according to the rates customary at such time.
 - 35.7. The Client shall be liable - and shall indemnify Wiertz - for any damage suffered by Wiertz, the Flex Worker and/or the Client as a result of the inaccurate application of the Remuneration, if the Remuneration was determined on the basis of inaccurate or incomplete information provided by the Client to Wiertz. The Client shall furthermore be liable for all costs (including full legal costs) and damage suffered by Wiertz as a result of the Client's failure to comply or to fully comply with the duty to supply information referred to in this article.
 - 35.8. If Wiertz wishes to terminate the employment agreement with the Flex Worker on one of the grounds set out in Book 7, Section 669 (3) of the Dutch Civil Code, the Client shall be obliged to render all cooperation and supply all information to Wiertz, which is necessary for the procedure to obtain permission from UWV (body implementing employee insurance schemes) or for the dissolution proceedings before the (subdistrict) court.

Artikel 36. Work procedure

- 36.1. Before the start of the Contract and/or posting, the Client shall provide Wiertz with an accurate description of the position, job requirements, working hours, working time, activities, place of work, working conditions and the intended term of the Contract.
- 36.2. Wiertz shall not fail in respect of the Client and shall not be liable to compensate any loss if the contacts between the Client and Wiertz prior to a possible Agreement, including a specific request by the Client to post a Flex Worker, should for any reason do not result in the actual posting of a Flex Worker or not within the term desired by the Client.



- 36.3. The Client shall be responsible for properly registering and supplying information about Flex Worker(s) in the manner stated by Wiertz. The Client shall register a new Flex Worker as soon as possible, however, not later than five days before the desired commencement date of the employment agreement.
- 36.4. If in exceptional cases Wiertz enters into an employment agreement with the Flex Worker with retroactive effect at the request of the Client, the Client shall compensate all loss suffered and/or to be suffered by Wiertz.
- 36.5. Wiertz may refuse Flex Workers nominated by the Client without stating reasons.
- 36.6. If the employment contract between the Client and the Flex Worker turns out not to have been (validly) terminated, all costs shall be for the Client's account and at its risk, including Wiertz's full costs of legal assistance.
- 36.7. The Client shall comply with the Verification Duty Step Plan, as published on the website of the Netherlands Labour Inspectorate, as well as the Checklist: keep control of personal data, published on the website of the Personal Data Authority. The Client shall further comply with the instructions given by Wiertz in the work guide accompanying the registration forms.
- 36.8. If the Client's business requires the Flex Worker to have certain requisites, such as a Certificate of Conduct or personal protective equipment, these shall - to the extent possible - be provided by the Client. If the requisites are provided by Wiertz, Wiertz may charge the Client for the related costs.

Artikel 37. Incapacity for work, availability and reintegration

- 37.1. During the Flex Worker's incapacity for work, the Client may not terminate (or cause to be terminated) the Supply of the Flex Worker and may not terminate the Agreement with Wiertz.
- 37.2. In the event of (situational) incapacity for work of the Flex Worker, the Client shall fully cooperate to resolve the situation as soon as possible. If the Client fails to cooperate in full to find a solution as soon as possible, the Client Fee shall be charged in full to the Client during the period of (situational) incapacity for work.
- 37.3. If Wiertz's occupational health and safety service believes that there is no (longer) incapacity for work and the Client does not agree, the Client is obliged to request an expert opinion from the UWV through Wiertz. Wiertz will provide its cooperation to this. The costs of this will be borne by Wiertz if the opinion of its occupational health and safety service proves invalid.
- 37.4. Wiertz shall not imputably fail in respect of the Client and shall not be liable to compensate any loss or costs to the Client if, for any reason whatsoever, Wiertz cannot (or can no longer) provide a (replacement) Flex Worker to the Client in the manner and to the extent agreed in the Agreement or subsequently.
- 37.5. The Client shall - at Wiertz's first request - cooperate to the reintegration of the (incapacitated) Flex Worker placed with the Client. This means inter alia (but not exclusively) that the Client is obliged to have the Flex Worker perform reintegration work in a modified position or for an adjusted number of hours. If the Client fails to cooperate or cooperates insufficiently, the Client shall (notwithstanding anything contained in the Agreement in this respect) continue to pay the Client Fee in respect



of the number of hours for which the Flex Worker is entitled to continued payment of wages from Wiertz.

Artikel 38. Client Fee

- 38.1. As the Client Fee for the Services, Wiertz applies the margins and fee agreements included in (the appendix to) the Agreement.
- 38.2. The fee payable by the Client to Wiertz shall be calculated by multiplying the agreed Client Fee by the hours worked by the Flex Worker or (if this number is higher) by the hours to which Wiertz is entitled under the Agreement and/or the General Terms and Conditions. The Client Fee shall also be multiplied by the extra allowances and increased by the expenses payable by Wiertz to the Flex Worker. VAT shall be charged on the total fee payable by the Client to Wiertz.
- 38.3. The fee to be paid by the Client to Wiertz shall be increased by the transfer fee and/or compensation due to the Flex Worker for failure to (fully) comply with the notice period, to the extent the Flex Worker may claim such compensation pursuant to the provisions of Book 7, Sections 673 and 668 of the Dutch Civil Code, respectively. These fees shall be charged by Wiertz to the relevant Client on a one-for-one basis.
- 38.4. If at any time the Flex Worker's scope of work must be adjusted upwards, in view of Wiertz's compulsory offer accepted by the Flex Worker (in the light of the provisions of Book 7, Section 628a paragraph 5 of the Dutch Civil Code), the Client shall (from the moment that Wiertz is required to continue paying the Flex Worker such number of hours) always be due to pay the Client Fee in respect of such adjusted number of hours.
- 38.5. If at any time the Remuneration is to be applied or increased, Wiertz will re-establish the Flex Worker's remuneration and the Client Fee on the basis of the job classification and Remuneration information provided by the Client.
- 38.6. In addition to the cases referred to above, Wiertz shall at any rate also be entitled to adjust the Client Fee - if applicable with retroactive effect - during the term of the Agreement, if the cost of labour increases:
 - as a result of changes to the collective agreement or the respective provisions for the wages;
 - due to changes in or as a result of laws and regulations, including changes in or as a result of social and tax laws and regulations, the collective labour agreement or any binding regulations;
 - as a result of a (periodic) wage increase and/or a (one-off) compulsory payment, arising from the collective labour agreement and/or the terms of employment scheme and/or laws and regulations applicable at the client;
- 38.7. The Client's disagreement to paying the adjusted Client Fee shall constitute the Client's request to terminate the posting. However, the posting shall only end at such time as the employment agreement between the Flex Worker on the one hand and Wiertz on the other can be validly terminated. The Client shall owe the Client Fee until the date of termination of the employment agreement.



38.8. If due to any cause attributable to the Client the Remuneration has been set too low, Wiertz is even entitled to retrospectively set the Remuneration and to retrospectively adjust and charge the Client Fee accordingly. Wiertz may moreover charge the Client for the amount underpaid by the Client as a result and the costs incurred by Wiertz as a result.

Artikel 39. Invoicing and timekeeping

39.1. Article 19 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 40. Special minimum payment obligations

40.1. Article 20 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 41. Proper conduct of management and supervision

41.1. Article 22 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 42. Working hours

42.1. Article 23 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 43. Working conditions

43.1. Article 24 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 44. Privacy and verification and retention obligation on the part of the Client

44.1. Article 25 of the General Conditions shall apply mutatis mutandis in the case of Payrolling.

Artikel 45. Employee participation

45.1. Article 26 of the General Conditions shall apply mutatis mutandis in the case of Payrolling.

Artikel 46. Obligations relating to the Act on the allocation of Flex Workers by Employment Agencies

46.1. Article 27 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 47. Prohibited distinction and treatment of the Flex Worker

47.1. Article 28 of the General Conditions shall apply mutatis mutandis in the case of Payrolling.



Artikel 48. Liability

48.1. Article 29 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

Artikel 49. Intellectual property

49.1. Article 30 of the General Terms and Conditions shall apply mutatis mutandis in case of Payrolling.

PART D: WORK BY SELF-EMPLOYED PERSONS**Artikel 50. Term and termination of the Agreement**

- 50.1. An Agreement is entered into for the term specified in the Agreement or for the term of a project ("fixed term").
- 50.2. A fixed-term Agreement ends by operation of law by the expiry of the agreed time or by the occurrence of a predetermined objectively determinable event.
- 50.3. The Agreement for a definite period cannot be terminated prematurely, unless otherwise agreed In Writing. If a premature termination option has been agreed, the termination must be effected In Writing with due observance of a notice period of one calendar month, unless Wiertz In Writing agrees another period with the Client.
- 50.4. Each Agreement shall terminate forthwith on account of termination at such time as either Party terminates the Agreement due to the fact that:
- the other Party is in default or;
 - the other Party ceases its business operations, makes a settlement with all its creditors, is dissolved, goes into liquidation and/or ceases its operations, or;
 - the other Party files for its own bankruptcy, bankruptcy is filed or the other Party is declared bankrupt or has filed for suspension of payments.
 - a substantial part of the other Party's property is seized by way of execution or precautionary seizure and this seizure is not lifted within fourteen days after the seizure.

Artikel 51. Client Fee

51.1. The remuneration due by the Client to Wiertz is calculated by multiplying the agreed Client Fee by the hours worked by the self-employed person or (if this number is higher) on the hours to which Wiertz is entitled under the Agreement and/or the General Terms and Conditions, regardless of the actual number of hours worked by the self-employed person. Travel expenses will be charged separately by Wiertz. VAT is charged on the total remuneration payable by the Client to Wiertz.

Artikel 52. Liability

- 52.1. Wiertz is not involved in the execution of the work and is therefore not liable for any loss and/or costs arising in relation to acts and/or omissions of the self-employed person, unless in case of intent or gross negligence on the part of Wiertz. The Client indemnifies Wiertz against any direct or indirect liability (including costs comprising the actual costs of legal assistance) in respect of the loss and/or costs referred to in this paragraph. Any liability of Wiertz shall be limited to the provisions of Article 7 of the General Terms and Conditions.
- 52.2. The Client is responsible in respect of Wiertz for complying with the obligations arising from Book 7, Section 658 of the Civil Code, the Working Conditions Act and related regulations concerning safety in the workplace and proper working conditions in general.

Artikel 53. Replacement

- 53.1. Wiertz is free to provide a replacement if the self-employed person is unable to perform the work.
- 53.2. The replacement for the self-employed person must meet the same objective and required qualifications as the self-employed person.

Artikel 54. Invoicing and time keeping/time sheets

- 54.1. Unless otherwise agreed in writing, timekeeping takes place by digital approval by the Client in Wiertz's online portal.
- 54.2. The Client must ensure that it approves the hours in good time to enable Wiertz to have the time sheets at its disposal immediately following the week in which the contractor performed the services. The Client is responsible for the manner in which the time sheets are provided to Wiertz.
- 54.3. If and as the hours on the invoice of the self-employed person do not correspond to the (digital) time sheets of the Client, Wiertz is entitled to determine the hours in accordance with the self-employed person's invoice, unless the Client can prove that the data stated by him are accurate.

PART E: RECRUITMENT AND SELECTION

Artikel 55. Implementation

- 55.1. The method of execution of the assignment to recruit and select a Prospective Employee, as well as the term of the assignment are defined in the Agreement or Offer.
- 55.2. Wiertz will use its knowledge of the labour market to search for a suitable Prospective Employee for the position with the Client mentioned in the Assignment. Wiertz has a best-efforts obligation towards the Client with respect to this.
- 55.3. The Client shall provide all details reasonably required by Wiertz to fulfil the assignment for the recruitment and selection of a Prospective Employee on the basis of the Agreement. To this end, an introductory interview will be held



between Wiertz and the Client. During the introductory interview, a profile will be drawn up by Wiertz based on the information provided by the Client, which must be approved by the Client. On the basis of this profile, Wiertz will recruit and select the Prospective Employees.

- 55.4. Wiertz's work shall at any rate include:
- conducting an introductory interview with the Client with the aim of gaining a clear picture of the organisation's culture, specific job content, place in the organisation, desired type of Prospective Employee, date of hiring, form of contract and fringe-benefits package;
 - identifying and recruiting potential Prospectives by database screening, contacting individuals from Wiertz's network and by advertising in various media channels;
 - selecting Prospectives through curriculum vitae screening and detailed personal introductory interviews;
 - seeking relevant references from Prospectives deemed suitable, where relevant and possible;
 - coordinating job interviews with the Client;
 - assisting and any mediation activities
- 55.5. Wiertz will present potentially suitable Prospectives directly to the Client, through a clear proposal. Wiertz will describe the personal impression of the Prospective Employee in this proposal, explain his background and describe the conditions. Curricula vitae are also provided. The Client decides at all times whether to offer an (employment) contract to a Prospective Employee selected by Wiertz.
- 55.6. All Prospectives proposed by Wiertz are covered by the scope of these General Terms and Conditions, unless the Client immediately notifies Wiertz In Writing that it has already held interviews with a concerned Prospective Employee for the position mentioned in the Agreement within a period of six months prior to the date of signing the Agreement.
- 55.7. The Client shall observe confidentiality with regard to the names and/or information provided by Wiertz and shall also comply with the obligations under the General Data Protection Regulation. The Client shall indemnify Wiertz against any claims and/or penalties imposed with regard to Wiertz's breach of the provisions of this paragraph.
- 55.8. Without Wiertz's written consent, the Client may not in any way directly or indirectly provide any details regarding the Prospectives to third parties.

Artikel 56. Fee

- 56.1. The Fee to be paid for the assignment is 25% of 12.96 x the fixed gross monthly salary of the selected Prospective Employee, i.e. on the basis of full-time employment, applicable between the Prospective Employee and the Client after the Prospective Employee commences employment, with a minimum of € 12,500 excluding VAT, unless otherwise provided in the Agreement. The Client is obliged to immediately send a copy of the signed employment contract to Wiertz.



- 56.2. In the event that an employment relationship, of any type whatsoever, is established with more than one of the Prospectives proposed by Wiertz, Wiertz shall be entitled to charge the full fee per Prospective Employee in accordance with paragraph 1.
- 56.3. Wiertz charges 100% of the fee to the Client from the moment the employment contract is signed. The Client must pay this invoice within 14 days after the date of the invoice, unless the Agreement provides otherwise.
- 56.4. In case of a selected Prospective Employee who will perform work and/or services directly for the Client without entering on the payroll at the Client, the Fee to be paid for the assignment shall be made up of 25% of the all-in rate of the Prospective Employee for the work/services to be performed by him on an annual basis (i.e. for 12 months) and based on 40 hours per week, with a minimum of € 12,500 excluding VAT. The Client is obliged to notify Wiertz immediately and to provide Wiertz with the agreements on the all-in rate.
- 56.5. The fee mentioned above includes the costs for the assignment carried out by Wiertz. All additional costs, such as the costs incurred by the selected Prospective(s) with regard to the interviews conducted at the Client's premises, travel expenses incurred, costs associated with any (psychological) test and cost of advertising will be borne by the Client.
- 56.6. The Client shall owe the Fee from the moment the Client enters into an (employment) agreement with the Prospective Employee, or from the moment the Prospective Employee starts performing work and/or services at or for the Client in any other way.

Artikel 57. The Prospective Employee enters into an (employment) relationship

- 57.1. The Client is not permitted to employ or cause to employ a Prospective Employee posted or in any way introduced by Wiertz within 12 months after the withdrawal, lapse, termination or failure of the Assignment. In case of violation or non-compliance, the Client shall owe Wiertz an immediately payable penalty to the amount of € 25,000 excluding VAT, provided that Wiertz may claim full compensation instead of the penalty.
- 57.2. If the Client itself introduces a Prospective Employee introduced by Wiertz to a third party (including group companies and/or companies affiliated to the Client) and this introduction results in an employment contract or other form of employment with or for such third party, the Client shall owe Wiertz an immediately payable fine to the amount of € 25,000 excluding VAT, on the proviso that Wiertz may claim full compensation instead of the fine.

