

Holland Employment Experts General Terms and Conditions for hirers

Version 2019.1

Preamble

The General Terms and Conditions of Holland Employment Experts apply to the placement of workers (and related services) by Holland Employment Experts. These Terms and Conditions are based in part on the General Terms and Conditions for the placement of temporary workers of the Association of Intermediary Organizations and Temporary Employment Agencies (ABU). Holland Employment Experts is affiliated with the ABU and the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU). The purpose of these General Terms and Conditions is to exhaustively regulate any disputes that arise in the relationship between Holland Employment Experts and its Clients concerning the placement of temporary workers (Employees) with third parties, recruitment and selection, and the performance of payroll services and other services by Holland Employment Experts for the Client. These General Terms and Conditions form an inextricable part of all agreements concluded by or on behalf of Holland Employment Experts.

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I. GENERAL PROVISIONS

Article 1 Definitions

For the purposes of these General Terms and Conditions, the terms listed below have the following meanings:

1. *Employment agency*: Any natural person or legal entity which places temporary workers with Clients on the basis of contracts, hereinafter also referred to 'Holland Employment Experts'. References to 'Holland Employment Experts' in these General Terms and Conditions can also relate to Holland Payroll B.V.
2. *Temporary worker*: Any natural person who has entered into a contract of assignment as referred to in Book 7, Article 690 of the Dutch Civil Code with an employment agency, to perform work for a third party under the management and supervision of that third party.
3. *Contract*: The agreement between a Client and the employment agency on the basis of which a single temporary worker as referred to in paragraph 2 of this Article is placed with the Client by the employment agency, to perform work in return for payment at the Client's rate.

4. *Client*: The hirer, every natural person or legal entity that is a party to the contract alongside the employment agency.
5. *Placement*: The employment of a temporary worker in the context of a contract.
6. *Temporary employment clause*: The written clause in the employment contract between the employment agency and the temporary worker and/or in the CLA which states that the employment contract ends by operation of law on the employment agency's termination of the placement of the temporary worker with the Client on the request of the Client (Book 7, Article 691, paragraph 2 of the Dutch Civil Code).
7. *CLA*: The Collective Labour Agreement for Temporary Workers, concluded between the ABU (Dutch Federation of Private Employment Agencies) and the relevant employee organizations, or NBBU CLA.
8. *Client's rate*: The rate payable to the employment agency by the Client, exclusive of additional pay, expenses, and VAT. The rate is calculated by the hour, unless stated otherwise.
9. *Hirer's remuneration*: The hirer's remuneration as defined in the CLA.

Article 2 Scope

1. These General Terms and Conditions apply to all contracts and other agreements between the employment agency and the Client, as well as all legal actions with a view to their formation, including offers, proposals, quotations and quotes.
2. Any purchase or other terms and conditions of the Client do not apply, and are explicitly rejected by the employment agency.
3. Arrangements that differ from these General Terms and Conditions apply only if agreed in writing, and then only to that contract.

Article 3 The contract and the placement contract

1. The contract is entered into for a fixed term or indefinite period of time.
2. A fixed-term contract is a contract that is entered into:
 - a. for a fixed period, or;
 - b. for a specifiable period, or
 - c. or a specifiable period which does not exceed a fixed period.

A fixed-term contract ends by operation of law upon expiry of the agreed period or when a pre-determined, objectively specifiable event occurs. A fixed-term contract cannot be terminated early, unless agreed otherwise in writing.

End of contract

3. A contract for an indefinite period ends when terminated in writing, observing a reasonable notice period.
4. Any contract ends immediately by reason of termination at the time that either party terminates the contract because:
 - a. the other party is in default;
 - b. the other party has been liquidated;
 - c. the other party has been declared bankrupt or has requested a moratorium.

If the employment agency terminates the contract on one of these grounds, the Client's request to terminate the placement is implicit in the conduct of the Client upon which the termination is based. This will not lead to any liability on the part of the employment agency for any loss incurred by the Client as a result. As a consequence of termination, the claims of the employment agency will be immediately payable.

End of placement

5. The end of the contract signifies the end of the placement. Termination of the contract by the Client means that the Client is asking the employment agency to terminate the current placement(s) on the date on which the contract was legally terminated, or on which the contract was legally dissolved.
6. If the temporary employment clause applies between the temporary worker and the employment agency, the placement of the temporary worker ends on the Client's request when the temporary worker indicates that they are not able to perform the work due to incapacity for work. As far as is necessary, the Client is deemed to have made this request. Upon request, the Client will confirm this request to the employment agency in writing.
7. The placement ends by operation of law if and when the employment agency is no longer able to place

the temporary worker because the employment contract between the employment agency and the temporary worker has ended and that employment contract is not being subsequently continued for the same Client.

8. The Client informs the employment agency promptly of the end or continuation of the contract, with due observance of Article 6, paragraph 1, so as to enable the employment agency to correctly and fully meet its obligations with regard to a statutory notice period.
9. The specific conditions subject to which Employees will be placed with the Client are agreed in the temporary employment agreement and the confirmation of placement.
10. The Client will set Employees to work in accordance with the provisions of the contract and further conditions set. Deviations from these are possible only if and to the extent that Holland Employment Experts and the Employee have first agreed to the deviation, in writing.
11. If an Employee will not be able to perform the agreed work due to a special circumstance affecting the Client, then the Client will inform both Employment Experts and the Employee accordingly at least 24 hours in advance.
12. The Client is not entitled to suspend the placement of the temporary worker, entirely or in part, unless there is a force majeure event within the meaning of Book 6, Article 75 of the Dutch Civil Code.
13. If the Client does not enable the Employee to perform the agreed work, on the understanding that the Employee has reported for work in accordance with the agreements on time and location, the Client owes Holland Employment Experts at least the Client's rate for three hours worked, without prejudice to the Client's other obligations to Holland Employment Experts.
14. If, in accordance with the contract, the scope of the agreed work is less than 15 hours a week and the times during which the agreed work must be performed have not been specified, or in the event that the scope of the agreed work has not been specified, or not clearly specified, the Client owes Holland Employment Experts per notification at least the Client's rate for three hours worked, without prejudice to the Client's other obligations to Holland Employment Experts.

Entering into an employment relationship with a temporary worker

15. The Client or prospective Client is only entitled to enter into an employment relationship with a temporary worker when and to the extent that the provisions of this Article are satisfied. If the Client or prospective Client enters into an employment relationship with the temporary worker, for the same or a different position, the Client owes a fee to the employment agency. This fee is 25% of the most recent prevailing Client's rate excluding VAT, multiplied by 1,500 hours less the hours already worked by the temporary worker on the basis of the Contract. VAT is charged on the fee.
16. If the Client or prospective Client and the employment agency had not yet reached agreement concerning the amount of the Client's rate then the Client or prospective Client immediately owes the employment agency, without further summons or notice of default, a sum of €7,500 excluding VAT, without prejudice to the employment agency's right to demand full compensation.
17. For the purposes of this article, entering into an employment relationship with a temporary worker means:
 - a. the entering into of an employment contract, a contractor agreement and/or a contract for services between the Client and the temporary worker;
 - b. the appointment of the temporary worker concerned as an official for the same or different work;
 - c. the arranging of the placement of the temporary worker concerned with the Client by a third party (such as another employment agency);
 - d. the assumption of an employment relationship by the temporary worker with a third party, whereby the Client and that third party are affiliated in a group (as referred to in Book 2, Article 24b of the Dutch Civil Code) or one is a subsidiary of the other (as referred to in Book 2, Article 24a of the Dutch Civil Code).
18. For the purposes of the aforementioned articles, temporary worker also means:
 - a. the prospective temporary worker who is registered with the employment agency;
 - b. the temporary worker, or prospective temporary worker, who has been introduced to the Client;
19. Without prejudice to the provisions of paragraph 6 of this Article, the Client also owes the fee if the Client has been put into contact with the temporary worker through the mediation of the employment agency and:
 - a. the temporary worker applies to the Client, directly or through third parties, within six months

- of that contact being established, and further to this enters into an employment relationship with the relevant Client;
- b. the Client approaches the temporary worker, directly or through third parties, within six months of contact being established, and further to this enters into an employment relationship with the relevant temporary worker;
 - c. the temporary worker applies to the Client, directly or through third parties, within six months of the placement with the Client having ended, and further to this enters into an employment relationship with the relevant Client;
 - d. the Client approaches the temporary worker, directly or through third parties, within six months of the placement with the Client having ended, and further to this the Client enters into an employment relationship with the relevant temporary worker;
20. The Client is only entitled to enter into an employment relationship with a temporary worker to the extent that the following provisions of this article are satisfied.
- a. The Client informs the employment agency, in writing, of its intention to enter into an employment relationship with the temporary worker before acting on that intention.
 - b. The Client will not enter into an employment relationship with the temporary worker for as long as the temporary worker has not been able to bring about or effect the legal termination of the employment contract with the employment agency.
 - c. The Client will not enter into an employment relationship with the temporary worker for as long as the Client has not been able to bring about or effect the legal termination of the contract to the employment agency.
21. If the Client enters into an employment relationship with the temporary worker contrary to the provisions of this article then the Client is obliged to pay the agreed Client's rate for that temporary worker for the remaining term of the contract. Moreover, the Client must pay the fee specified in paragraph 14 or, if applicable, paragraph 15 of this Article.

Article 4 Replacement and availability

1. The employment agency is entitled at all times to replace a placed temporary worker. The Client's consent is not required for this. The Client will only refuse to cooperate with such replacement on reasonable grounds. On request, the Client will explain in writing the reasons for any such refusal.
2. The employment agency will not have committed any breach towards the Client and will not be obliged to compensate the Client for any damage or costs if, for any reason whatsoever, the employment agency is unable or is no longer able to place a temporary worker (or a replacement temporary worker) at the Client, or in any event is unable or no longer able to do so in the manner and to the extent that was agreed in the contract or thereafter. If desired, Holland Employment Experts will endeavour to arrange a satisfactory replacement at short notice. Once the temporary impediment to the original temporary worker's availability has ended the temporary worker will, in principle, resume the agreed work.
3. If the placed temporary worker is replaced during the term of the contract with another temporary worker, for any reason whatsoever, the amount of the Client's rate will have to be renegotiated between Holland Employment Experts and the Client, with due observance of the provisions of Article 9.

Article 5 Right of suspension

1. The Client is not entitled to suspend the placement of the temporary worker, entirely or in part, unless there is a force majeure event within the meaning of Book 6, Article 75 of the Dutch Civil Code.
2. However, by way of derogation from paragraph 1 of this article, suspension is possible if:
 - this is agreed upon in writing, setting the duration, and;
 - the Client demonstrates that there is temporarily no work available or the temporary worker cannot be set to work and;
 - the employment agency can successfully invoke the exclusion of the continued wage payment obligation under the CLA towards the temporary worker.

Article 6 Operational procedure

1. Before the contract starts, the Client provides the employment agency with the information necessary

for the placement, including an accurate description of the role, job requirements, times of work, working hours, the work involved, place of work, working conditions, and the intended duration of the contract.

2. Based on the information supplied by the Client and its understanding of the capacities, knowledge and skills of the temporary workers or prospective temporary workers eligible to be considered for the placement, the employment agency determines which temporary workers or prospective temporary workers it will propose to the Client for the performance of the contract. The Client is entitled to reject the proposed temporary worker or prospective temporary worker, in which case the proposed temporary worker or prospective temporary worker will not be placed.
3. The employment agency will not have committed any breach towards the Client if, for any reason whatsoever, contacts between the Client and the employment agency prior to a potential contract, including a specific request by the Client to place a temporary worker, do not lead to the actual placement of a temporary worker, or at least not within the period desired by the Client.
4. If the employment agency requires information from the Client in the context of fulfilling its obligations under the law or the CLA, the Client will provide the employment agency with that information upon first request, at no charge.

Article 7 Working hours and times of work

1. The temporary worker's working hours and times of work at the Client are specified in the contract, unless otherwise agreed. The temporary worker's times of work, working hours, and breaks are the same as the Client's usual times and hours, unless otherwise agreed. The Client guarantees that the temporary worker's working hours and breaks and times of work satisfy the legal requirements. The Client ensures that the temporary worker does not exceed the legally permitted times of work and the agreed working hours.
2. The temporary worker's holiday and leave arrangements are in accordance with the law and the CLA.

Article 8 Business closures, mandatory days off, and strike

1. When the contract is entered into, the Client must inform the employment agency of any business closures and collective mandatory days off during the term of the contract, so that the employment agency can incorporate this situation, if possible, in the employment contract with the temporary worker. If the intention to schedule a company closure and/or collective mandatory days off becomes known after the contract is entered into, the Client must inform the employment agency of this as soon as it becomes known.
2. The Client will not deploy the temporary worker placed with it to perform work at its business or company or the part thereof that is affected by a strike, lockout or sit-in. The Client indemnifies the employment agency against all damage incurred by the employment agency in the event of a violation of this article.

Article 9 Position and remuneration

1. Before the start of the contract, the Client provides the employment agency with the description of the role to be performed by the temporary worker, the related job grading and information regarding all elements of the hirer's remuneration (as regards amount and timing: only insofar as known at that time).
2. The temporary worker's remuneration, including any additional pay and expense allowances, is determined in accordance with the CLA (including the provisions regarding the hirer's remuneration) and the applicable legislation and regulations, based on the job description supplied by the Client.
3. Should it become apparent at any time that the job description and the related job grading are not consistent with the job actually filled by the temporary worker, the Client will immediately provide the employment agency with the correct job description and related job grading. The temporary worker's remuneration will be revised, based on the new job description. The job description and/or grading may be changed during the contract if the temporary worker makes a reasonable claim to such change, invoking legislation and regulations and/or the CLA. If the change results in higher remuneration, then the employment agency is entitled to adjust the remuneration of the temporary worker and the Client's rate accordingly. The Client owes this adjusted rate to the employment agency from the time at which the temporary worker becomes entitled to the higher remuneration under legislation and regulations and/or the CLA.
4. The Client informs the employment agency promptly, and in any event as soon as they are known,

about changes to the hirer's remuneration and about initial wage increases set. This paragraph does not apply if and for as long as the temporary worker is remunerated in accordance with the ABU remuneration.

5. If and insofar as the temporary worker is remunerated in accordance with the ABU remuneration because the temporary worker cannot be graded, the Client promptly informs the employment agency, and in any event as soon as it becomes known, of a change in the Client's job classification system as a result of which the job performed by the temporary worker can be, or should have been, graded in the Client's job classification system. In this case, the remuneration and the Client's rate are adjusted in accordance with paragraph 3 of this article.
6. Compensation and additional pay such as for overtime, shift work or irregular working hours, work at unusual times or on unusual days (including public holidays), shifted hours, and/or standby or on-call duty are remunerated in accordance with the ABU CLA and/or other applicable employment conditions, and are charged on to the Client.

Article 10 Proper management and supervision

1. With regard to the temporary worker, in undertaking management and supervision and with respect to the performance of the work, the Client will conduct itself in the same careful manner as that which it must exhibit towards its own Employees.
2. The Client may not, without consent, 'hire out' the temporary worker to a third party; in other words, place the temporary worker with a third party in order to perform work under that third party's management and supervision. The term third party includes a natural person or legal entity with which the Client is affiliated in a group.
3. The Client may only set the temporary worker to work in a manner that differs from the provisions of the contract and terms and conditions when the employment agency and the temporary worker have given their advance written consent.
4. The employment of the temporary worker abroad by a Client established in the Netherlands is only possible for a specified period, on condition that the Client has organized management and supervision and the employment has been agreed in writing with the employment agency and with the temporary worker.
5. The Client will compensate the temporary worker for loss the latter has incurred as a result of property belonging to them and used in the context of the assigned work sustaining damage or being destroyed.
6. The Client will, insofar as possible, take out adequate insurance against liability under the provisions of this article. The Client furnishes proof of insurance at the request of the employment agency.

Article 11 Working conditions

1. The Client declares that it is aware of the fact that it is deemed to be the Employer in the Dutch Working Conditions Act. The Client is responsible towards the temporary worker and the employment agency for the fulfilment of the obligations arising from Book 7, Article 658 Dutch Civil Code, the Working Conditions Act. and the associated regulations in the sphere of workplace safety and good working conditions in general.
2. The Client is obliged to provide the temporary worker and the employment agency promptly, and in any event one working day before the start of the work, with written information about the required professional qualifications and the specific characteristics of the job to be filled. The Client actively informs the temporary worker about the Risk Inventory and Evaluation (RI&E) applied within its business.
3. If the temporary worker suffers an occupational accident or an occupational illness, the Client will, if legally required to do so, immediately inform the competent bodies of this and ensure that a written report of the occurrence is drawn up without delay. The report establishes the facts of the accident in a manner such that it is possible to deduce with a reasonable degree of certainty whether and to what extent the accident or occupational illness resulted from the fact that inadequate measures were taken to prevent the industrial accident or the occupational illness. The Client informs the employment agency of the occupational accident or occupational illness at the earliest opportunity, and submits a copy of the prepared report.
4. The Client will compensate the temporary worker for all damage incurred by the temporary worker in the context of performing their work, if and to the extent that the Client is liable for this under Book 7, Article 658 and/or Book 7, Article 611, and/or Book 6, Article 162 of the Dutch Civil Code.
5. The Client will take out adequate insurance against liability under the terms of this article. The Client

furnishes proof of insurance at the request of the employment agency.

Article 12 Liability of Client

1. A Client that does not fulfil the obligations imposed upon it under these General Terms and Conditions, contracts and/or other agreements, or does not fulfil them properly, is obliged to compensate all the resultant damage incurred by the employment agency. The provisions of this article are generally applicable both in regard to – and, if necessary, in addition to – matters in respect of which liability for damages has already been separately provided for in these General Terms and Conditions, contracts, and/or other agreements and in regard to matters for which no such provision has been made.

Article 13 Client's rate

1. The Client's rate owed by the Client to the employment agency is calculated on the hours worked by the temporary worker and/or (if higher) the hours to which the employment agency is entitled under the General Terms and Conditions, contracts and/or other agreements, and/or the additional pay payable to the temporary worker by the employment agency. The Client's rate plus the expenses which the employment agency owes to the temporary worker. VAT is charged on the Client's rate and expenses.
2. The employment agency is entitled to adjust the Client's rate during the term of the contract, if the costs of the temporary work increase:
 - as a result of a change to the CLA or the wages regulated therein or a change to the CLA and/or employment conditions applicable at the Client or the wages regulated therein;
 - as a result of changes in, or as a consequence of legislation and regulations, including changes in, or as a consequence of social and tax legislation and regulations, the CLA or any binding regulation;
 - as a result of a one-off or periodic pay rise and/or a mandatory payout, whether one-off or recurring, arising from the CLA, the collective labour agreement and/or employment conditions applicable at the Client and/or legislation and regulations.
3. If the Client does not agree to payment of the revised Client's rate pursuant to paragraph 2 of this article and/or article 9 then this implies a request by the Client to terminate the placement.
4. Any adjustment of the Client's rate is notified to the Client by the employment agency at the earliest opportunity and confirmed to the Client in writing.
5. If, due to any cause attributable to the Client the remuneration has been set too low then the employment agency is entitled to set the remuneration with retroactive effect, and to revise and charge the Client's rate accordingly with retroactive effect. The employment agency may also charge to the Client the underpayment by the Client and the costs consequently incurred by the employment agency.

Article 14 Invoicing

1. Holland Employment Experts will issue invoices to the Client on the basis of the time records signed off, either digitally or by hand, by the Client and Employee.
2. The Client ensures the accurate and complete recording of times and is responsible for ensuring that the data recorded on the temporary worker's time records has been reported accurately and truthfully, including: temporary worker's name, number of hours worked, overtime, irregular hours and shift hours, other hours in respect of which the Client's rate is payable pursuant to these General Terms and Conditions, contracts and/or other agreements, any additional pay, and any costs actually incurred.
3. Holland Employment Experts is entitled to issue invoices to the Client for payment obligations of the Client arising from the stipulations of the contract and/or the General Terms and Conditions but which are not related to a time records form.
4. If the Client supplies the time records, it makes sure that the employment agency has the time records following on from the week worked by the temporary worker. The Client is responsible for the manner in which the time records are issued to the employment agency.
5. Before the Client delivers the time records, it gives the temporary worker the opportunity to check the time records. If and to the extent that the temporary worker disputes the data indicated on the time records, the employment agency is entitled to set the hours and costs in accordance with the temporary worker's statement, unless the Client can demonstrate that the data it has reported is correct.

6. If the time records are based on time records forms to be supplied by the temporary worker, the Client retains a copy of the time records form. In the event of a difference between the time records submitted to the employment agency by the temporary worker and the copy retained by the Client, the time records submitted to the employment agency by the temporary worker constitute full proof for settlement purposes, unless the Client supplies evidence to the contrary.
7. The Client uses the login codes issued by Holland Employment Experts for the pay4me.nl Internet application for personal purposes only, and keeps them secret from third parties. The Client accepts liability for costs incurred as a consequence of all inputting (including incorrect, improper, or unjustified inputting) of hours via this Internet application using the codes provided to the Client.

Payment and consequences of non-payment

1. The Client is obliged at all times to pay each invoice submitted by Holland Employment Experts to the Client and relating to services rendered by Holland Employment Experts within 14 calendar days of the invoice date, unless this period has been altered with the written consent of both parties.
2. Only payments the Client makes to Holland Employment Experts constitute discharge of the debt. Payments to third parties, including Employees or the payment of advances to Employees, are voluntary and never constitute grounds for discharge or set-off.
3. If an invoice from Holland Employment Experts to the Client has not been paid by the deadline then from that moment the Client is in default by operation of law, without the need for any notice of default.
4. In the event of late or incomplete payment as referred to in point c of this article
 - a. the Client will be sent a written reminder of this fact. If full payment has still not been received within 7 calendar days of the date of such reminder, the Client owes administrative costs of €15 per invoice.
 - b. if full payment has still not been made 21 days after the deadline, the Client owes a 2% penalty on the invoice total, subject to a minimum of €15 per invoice.
 - c. in addition to the sum owed, the Client must also pay Holland Employment Experts the statutory commercial interest on the outstanding amount. The carbon copy or duplicate of the invoice sent to the Client by Holland Employment Experts constitutes full proof of the interest due, and of the time at which calculation of interest commences.
5. Complaints regarding an invoice must be submitted to Holland Employment Experts, in writing, within 7 calendar days of the invoice date. The burden of proof of punctual delivery rests with the Client. Once this period has elapsed, the Client forfeits the right to complain. The timely exercise of the right to complain does not suspend the Client's payment obligations, nor does it create a right of set-off for the Client.
6. All costs of collection, including the full costs of legal assistance both in and out of court, are borne entirely by the Client. The reimbursement of extrajudicial costs is set at 15% of the principal sum due, including interest, with a minimum of €500 per claim. This reimbursement will always be charged without any further proof, and payable by the Client, once Holland Employment Experts has engaged legal assistance or Holland Employment Experts has passed on the claim for collection.

Article 15 Employment agency's best-effort obligation and liability

1. The employment agency is obliged to make every effort to perform the contract properly. The employment agency accepts no liability for shortcomings affecting the placement.

Article 16 Intellectual and industrial property rights

1. At the request of the Client, the employment agency will have the temporary worker sign a written statement to ensure – insofar as necessary and possible – that all intellectual and industrial property rights to the results of the temporary worker's work accrue to, or will be transferred to, the Client. If the employment agency owes the temporary worker a payment in this connection, or otherwise incurs unavoidable costs, the Client must pay that same amount or the same costs to the employment agency.
2. The Client can exercise its discretion in deciding to enter into a direct agreement with the temporary worker or to present to them a statement for signature regarding the intellectual and industrial property rights referred to in paragraph 1 of this article. The Client informs the employment agency of its intention to do this and provides the employment agency with a copy of the relevant agreement/statement.
3. The employment agency is not liable towards the Client for a fine or periodic penalty owed by the

temporary worker or any damage incurred by the Client as a consequence of the temporary worker invoking any intellectual and/or industrial property right.

Article 17 Confidentiality

1. The employment agency and the Client will not divulge to third parties any confidential information about or concerning the other party, its activities and relationships of which it has gained knowledge as a consequence of the contract, unless, and only insofar as, the disclosure of such information is necessary in order to properly perform the contract or it is under a legal obligation to disclose it.
2. At the Client's request, the employment agency will oblige the temporary worker to observe a duty of confidentiality with respect to any information that comes to their attention in the performance of their work, unless the temporary worker is under a legal duty to disclose such information.
3. The Client is at liberty to directly oblige the temporary worker to observe a duty of confidentiality. The Client informs the employment agency of its intention to do this, and provides the employment agency with a copy of the relevant statement.
4. The employment agency is not liable for a fine, periodic penalty or any damage incurred by the Client as a consequence of a breach of a duty of confidentiality by the temporary worker.

Article 18 Special obligations with regard to identity and the processing of personal data

1. The Client with which the employment agency places a temporary worker verifies and establishes the temporary worker's identity in accordance with the applicable legislation and regulations including, but not limited to, the Dutch Aliens Employment Act ('Wav'), the Dutch Income Tax Act, and the Dutch Compulsory Identification Act. The Client will also fulfil the administrative and retention duties imposed upon it in this regard.
2. With regard to foreign nationals (alien), the Client states that it is explicitly aware of the Wav, meaning that, among other things, when a foreign national starts work the Client must obtain from the foreign national a copy of the document referred to Article 1, paragraphs 1 to 3 of the Compulsory Identification Act. The Client is responsible for carefully checking this document, uses it to establish the foreign national's identity, and places a copy of the document in its files. The employment agency is neither responsible nor liable for any fine which is imposed on the Client under the Wav.
3. The Client states that it is well apprised of the applicable legislation and regulations concerning the processing of personal data. The employment agency and the Client will enable each other to comply with the aforementioned legislation. In any event, the Client will only use the personal data obtained via the employment agency for the purpose for which it was obtained, will not keep it for longer than permitted by the legislation and regulations, and will ensure that this personal data is adequately secured.

Article 19 Treatment of temporary workers

1. The Client and employment agency will not make any prohibited distinction based on religion, life philosophy, political persuasion, race, gender, nationality, sexual orientation, marital status, disability, chronic illness, age or any other grounds.
2. The Client and employment agency will only set or consider requirements relevant to the job when awarding or performing the contract, and in the selection and treatment of temporary workers.
3. The Client is familiar with the Dutch Whistleblowers' Act and guarantees that the temporary worker will be given the same access to the whistleblowers' scheme as its own personnel, if the Client has such a scheme or if such a scheme applies to it.
4. If the Client has a complaints procedure for the treatment of Employees, it will guarantee that the temporary worker has the same access to that mechanism as its own personnel. The complaints referred to here are those which do not concern the employment agency's employment practices. All of the foregoing is subject to any legal obligations to the contrary.

Article 20 Co-determination

1. The Client is obliged to allow a temporary worker who is a member of the employment agency's works council or of the Client's works council the opportunity to exercise these co-determination rights in accordance with the legislation and regulations.
2. If the temporary worker exercises co-determination at the Client's business, the Client also owes the Client's rate for the hours spent by the temporary worker, during work time, performing work, or

attending training in the exercise of co-determination.

3. The Client declares that it is aware of its information duties under the Dutch Works Councils Act (hereinafter: WOR) in relation to the deployment or anticipated deployment of temporary workers in its business. If and to the extent that the Client wishes to rely upon information provided or to be provided by the employment agency in order to fulfil those information duties, only the information required by the WOR will be provided.

Article 21 Obligations with regard to the Placement of Personnel by Intermediaries Act (WAADI)

1. The Client declares that it is explicitly aware of Article 8a of the Dutch Placement of Personnel by Intermediaries Act and ensures that temporary workers have the same access to company facilities or services at its business, in particular canteens, childcare, and transport facilities, as the Employees employed by its business in the same or equivalent roles, unless the difference in treatment is justified on objective grounds.
2. The Client declares that it is explicitly aware of Article 8b of the Dutch Placement of Personnel by Intermediaries Act and ensures that vacancies arising within its business are notified promptly and clearly to the temporary worker, so that the temporary worker has the same opportunities of a permanent employment contract as the Employees of that business.
3. The Client declares that it is explicitly aware of Article 10 of the Dutch Placement of Personnel by Intermediaries Act. The employment agency is not permitted to place Employees with the Client or in the part of the Client's business where a strike, lockout, or sit-in is occurring. The Client will fully and promptly inform the employment agency of intended collective actions organized by the trade unions, or of their commencement, continuation or cessation. Collective actions include, but are not limited to, a strike, lockout or sit-in. In the conduct of its supervision and management of the temporary worker, the Client explicitly will not confer on the temporary worker any contracts which would entail a violation of Article 10 of the Dutch Posting of Workers by Intermediaries Act. This includes, but is not limited to, having temporary workers perform work which is normally done by Employees who, at that point in time, are taking part in the collective actions.

Article 22 Applicable law and choice of forum

1. Dutch law is applicable to these General Terms and Conditions, contracts, and/or other agreements.
2. All disputes arising from or connected with a legal relationship between the parties will in the first instance be resolved exclusively by the competent courts in the district where the employment agency has its head office.

Article 23 Final clause

1. If one or more provisions of these General Terms and Conditions are or become invalid, the remaining provisions of the General Terms and Conditions, contracts and/or other agreements remain in full force. The provisions that are not legally valid or that cannot legally be applied will be replaced with provisions that are in line with the purport of the provisions to be replaced to the fullest extent possible.