

Holland Employment Experts General Terms and Conditions for intermediaries

Version 2019.1

Preamble

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, the performance of payroll services and other services by Holland Employment Experts for Intermediaries. These General Terms and Conditions form an inextricable part of all agreements concluded by or on behalf of Holland Employment Experts including, but not limited to, the contract of services or cooperation agreement, insofar as the provisions of these terms and conditions do not depart from them.

These General Terms and Conditions are divided into two chapters:

I: GENERAL PROVISIONS:

These provisions apply to all agreements concluded with or on the instructions of the Intermediary, by or on behalf of Holland Employment Experts including, but not limited to, the contract for services or cooperation agreement, insofar as the provisions of these terms and conditions do not depart from them.

II: ADDITIONAL PROVISIONS REGARDING PAYROLL SERVICES AND PLACEMENT MODEL

These provisions apply to the agreements that Holland Employment Experts concludes with intermediaries.

I. GENERAL PROVISIONS

Article 1: Applicability

1. These General Terms and Conditions apply to placement services (as described in Book 7, Article 690 of the Dutch Civil Code), secondment services, payroll services, and other services rendered by the Holland Employment Experts label.
2. The applicability of all and any General Terms and Conditions of the both the Intermediary and the Client, of any kind, is explicitly rejected, even if the Client explicitly declares that its General Terms and Conditions are applicable to the agreement.
3. Any provisions and agreements which depart from these General Terms and Conditions are only valid if and to the extent that Holland Employment Experts has explicitly confirmed the departure, in writing. Such departures will then only apply to that individual agreement.
4. The annulment or invalidity of one or more provisions of these terms and conditions does not affect the validity of the other provisions of these terms and conditions.
5. If one or more provisions of these terms and conditions are voided or declared null and void then the situation to which that provision related must be interpreted not according to the letter, but according to the purport of the provision that has been voided or declared null and void.
6. These General Terms and Conditions were concluded on 11 December 2019 and supersede all previous general terms and conditions.
7. Holland Employment Experts is entitled at all times to modify or supplement the General Terms and Conditions.

Article 2: Definitions

1. *Holland Employment Experts*: All legal entities belonging to the *Holland Employment Experts* group which, in the context of their business operations, place one or more Employees with one or more third parties to perform work on the basis of a contract awarded by the third party or parties, under the management and supervision of the third party or parties, including, in any event:
the legal entities registered with the Chamber of Commerce in Rotterdam under numbers
 - i. 24329691 (Holland Employment Experts B.V.)
 - ii. 24344818 (Holland Employment Experts Flex B.V.)
 - iii. 24405404 (Holland Employment Experts Contracting B.V.)
 - iv. 53307917 (Holland Employment Experts payroll B.V.)
 - v. 59739509 (Holland Employment Experts direct B.V.)
 - vi. 61639133 (Holland Employment Experts works B.V.)

- vii. 61638811 (Holland Employment Experts staffing B.V.)
- xiii. 61636908 (Holland Employment Experts select B.V.)
- ix. 60035935 (Holland Employment Experts solutions B.V.)
- x. 60034491 (Holland Employment Experts service B.V.)
- xi. 64574695 (Holland Employment Experts i-Loon B.V.)

References to 'Holland Employment Experts' in these General Terms and Conditions can also relate to Holland Payroll B.V.

2. *Contract of assignment*: The employment contract between Holland Employment Experts and the Employee under which, on the basis of the contract awarded to Holland Employment Experts by the Client or Clients, the Employee is placed by Holland Employment Experts in the context of the business of Holland Employment Experts with the Clients or Clients to perform work under the supervision and management of the said Client or Clients within the meaning of Book 7, Article 690 of the Dutch Civil Code.
3. *Client and ultimate Client*: The third party as referred to in paragraph 1 under whose management and supervision the Employee is placed, including Intermediaries if and to the extent that the Intermediary hires the Employee directly from Holland Employment Experts.
4. *Intermediary*: Any natural person or legal entity that assists, to the Client's benefit, in searching for and mediating suitable workers who are then placed with Clients to work under the management of supervision of those Clients.
5. *Employee*: 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 Holland Employment Experts to perform work for a third party under the management and supervision of that third party.
6. *Contract, contract for services*. All agreements within the meaning of Book 7, Article 400 et seq. of the Dutch Civil Code, including the agreement between Holland Employment Experts and the Client on the basis of which (and insofar each time) an individual Employee is placed with the Client by Holland Employment Experts – including an agreement that is continued with respect to a replacement Employee, if replacement is permitted and actually takes place – to perform work under that Client's management and supervision against payment of the Client's rate by the Client to Holland Employment Experts.
7. *Placement*: Setting an Employee to work in the context of a Contract.
8. *Temporary employment clause*: The clause (pursuant to Book 7, Article 691, paragraph 2 of the Dutch Civil Code) whereby the contract of assignment ends by operation of law when the Client (as referred in paragraph 3) terminates the contract.
9. *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.
10. *Purchasing rate*: The Employee's gross pay, multiplied by the agreed factor.
11. *Remuneration*: The gross monthly or hourly salary agreed between Holland Employment Experts and the Employee.
12. *Hirer's remuneration*: The legally applicable remuneration of an Employee employed by the Client and working in a role that is the same as or equivalent to the job to be filled by the Employee, in accordance with the CLA for Temporary Employees.
13. *Payroll services*: A service provided by Holland Employment Experts whereby the Intermediary or the Client outsources to Holland Employment Experts the legal status of employer of the Employees that it has recruited and selected. The Employees proposed by the Client and/or Intermediary enter the employment of Holland Employment Experts on the basis of a payroll agreement. Holland Employment Experts pays the Employees their salaries and places them with the Client, where they perform work under the Client's management and supervision.
14. *Placement model*: The services provided by Holland Employment Experts to Intermediaries on the labour market, which involve matching supply and demand, in partnership with the Intermediary, to place those Employees with Clients, supplemented with extra services including invoicing.
15. *Cooperation agreement*: The agreement between Holland Employment Experts and Intermediaries in which the parties lay down general agreements on their cooperation.

Article 3: Quotations

1. All quotations Holland Employment Experts submits to the Client and Intermediaries are without obligation.

2. The quotations referred to in paragraph 1 are valid for one month after the date on which they are sent, unless the quotation expressly states otherwise.

Article 4: Duration and termination of cooperation agreement/contract

1. The cooperation agreement and/or contract is entered into for an indefinite period of time, unless the parties have explicitly agreed, in writing, that the cooperation agreement and/or contract is entered into for a fixed term.
2. The cooperation agreement and fixed-term contract cannot be terminated early, unless agreed otherwise in writing. If early termination is possible, the notice periods stated in the relevant agreement apply, in accordance with the additional provisions mentioned below.
3. The cooperation agreement and/or contract ends immediately on dissolution when either party invokes dissolution because the other party is in default.
4. The cooperation agreement and/or contract ends by operation of law as soon as the Intermediary has been declared bankrupt or has requested a moratorium.
5. As a consequence of the termination of the cooperation agreement and/or contract pursuant to paragraphs c and d, Holland Employment Experts is no longer obliged to continue the placement of the Employee(s).
6. Termination of the cooperation agreement must take place in writing, by registered post.
7. The cooperation agreement, including all obligations ensuing from it, can only end when all the contracts for services covered by the cooperation agreement have been legally terminated. The provisions of these General Terms and Conditions will continue to apply in full to any necessary work by Holland Employment Experts, such as processing the hours worked by the Employees after the end of the cooperation agreement and/or contract.

Article 5: Position and Remuneration of Employees

1. Before the contract commences, the Intermediary ensures that the Client has provided Holland Employment Experts with the description of the job to be performed by the Employee and the associated grading in the Client's remuneration scheme.
2. Without prejudice to the other provisions of these General Terms and Conditions, the Intermediary is responsible to Holland Employment Experts for the accuracy and clarity of the remuneration arrangements they have made. In particular, the Intermediary is responsible for the agreed remuneration satisfying any applicable CLA for the profession or sector, in accordance with the remuneration level of the Client's regular/permanent Employees, as per the pay ratio provision of Article 8 of the Dutch Placement of Personnel by Intermediaries Act (hereinafter referred to as the 'WAADI'). The Intermediary and Client each have an individual obligation to always fully inform the Employee about the terms of employment that apply within the Client's organization, and the Client is obliged to immediately and spontaneously notify Holland Employment Experts and the Intermediary of interim changes to those terms. Any omission or inaccuracy in the information provided by the Client as referred to in this paragraph is deemed to be non-performance/attribution failure on the part of the Client towards Holland Employment Experts.

Article 6: Working conditions

1. The Intermediary is obliged to provide the Employee promptly, and in any event before the start of the work, with written information about the required professional qualifications and the specific characteristics of the Employee's workplace.
2. The Intermediary actively informs the Employee about the Risk Inventory and Evaluation (RI&E) for the Client's business.

Article 7: Liability

1. If the Intermediary does not fulfil one or more of the obligations arising from the contract or from these General Terms and Conditions towards Holland Employment Experts or the Employee then the Intermediary is obliged to compensate Holland Employment Experts for the damage incurred by Holland Employment Experts as a direct or indirect consequence of such non-fulfilment, without the need for notice of default.

2. Damage as referred to in paragraph 1 is also understood as all costs incurred by Holland Employment Experts relating to this damage, including the costs of legal assistance.
3. The provisions of this Article do not in any way detract from Holland Employment Expert's right to assert any other claims against the Client, including claiming performance, or from Holland Employment Expert's right to take other legal measures, such as invoking dissolution.
4. Holland Employment Experts can invoke this article at any time, in a supplementary capacity if appropriate, even if separate provision for the Intermediary's liability for damages has already been made elsewhere in these General Terms and Conditions.

Article 8: Invoices and time records forms

1. Holland Employment Experts will issue invoices to the Client on the basis of the hours entered by the Intermediary or Client and the time records, also referred to as timesheets, signed by the Employee for approval. The Intermediary is at all times responsible for ensuring that these time records are delivered to Holland Employment Experts, even if they have been completed by a person who is not authorized to do so.
2. If it has been agreed between Holland Employment Experts and the Client that electronic time records will be used then the Client will approve these with a digital signature.
3. The Client (or its representative) undertakes to ensure that the time records list the correct number of hours worked and overtime hours, and that other required information – including expenses actually incurred – is clearly indicated on the time records.
4. The Client will keep a signed copy of the time records for its records and submit the signed original of the time records to Holland Employment Experts, either through the Employee or directly.
5. Holland Employment Experts is entitled to issue invoices to the Client for payment obligations of the Client arising from the provisions of the contract and/or the General Terms and Conditions but which are not related to a time records form.
6. The Intermediary uses the login codes provided by Holland Employment Experts for the pay4me.nl Internet application for personal purposes only, and keeps them secret from third parties. The Intermediary is liable to Holland Employment Experts for all damage and costs incurred as a consequence of all entries (including incorrect, improper or unjustified entries) of hours via this Internet application using the codes provided to the Client.

Article 9: Payment and consequences of non-payment

1. The Intermediary is obliged at all times to pay each invoice submitted by Holland Employment Experts to the Intermediary and relating to services rendered by Holland Employment Experts within fourteen (14) calendar days of the invoice date, unless this period has been altered with the written consent of both parties. The Intermediary is obliged, at the first request of Holland Employment Experts, to furnish Holland Employment Experts with adequate security for the fulfilment of its payment obligations.
2. Only payments the Intermediary makes to Holland Employment Experts constitute discharge of the debt. Payments to Employees or the payment of advances to Employees by the Intermediary are voluntary and never constitute grounds for set-off or discharge.
3. If an invoice from Holland Employment Experts to the Intermediary has not been paid by the deadline then from that moment the Intermediary 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 paragraph 3 of this Article:
 - i. 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 €12.50 per invoice.
 - ii. if full payment has still not been made 21 days after the deadline, the Client owes a 2% penalty on the principal sum, subject to a minimum of €25 per invoice.
 - iii. in addition to the amount due and the penalty, the Client owes Holland Employment Experts interest on the outstanding amount of 1% per calendar month or part thereof. The interest is due from the due date of the invoice.
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 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 Intermediary. The reimbursement of extrajudicial costs is set at 15% of the principal amount due, including interest, with a minimum of €500 per claim. This reimbursement will always be charged, without any further proof, and payable by the Intermediary, once Holland Employment Experts has sent a formal demand for payment to which it has not responded, or Holland Employment Experts has passed on the claim for collection.

II. ADDITIONAL PROVISIONS REGARDING PAYROLL SERVICES AND PLACEMENT MODEL

Article 10: Identity verification and verification of bank account

1. Holland Employment Experts outsources the identification and verification of Employees who perform work for the Client on the basis of an agreement between the Client and Holland Employment Experts to the Intermediary. The Intermediary accepts this.
2. The Intermediary establishes the Employee's identity on the basis of a valid identity document, also with respect to the mistaken identity aspect, and is obliged to provide Holland Employment Experts with a clearly legible copy of the identity document (and, if applicable, the work permit) before the work under the contract commences and in accordance with the prevailing NEN standards. The person who signs an individual agreement for services on behalf of the Intermediary is also the person who verifies an Employee's identity and bears the responsibility for this verification.
3. The Intermediary will allow Holland Employment Experts or Holland Employment Experts' certification body to perform spot checks of the above-mentioned procedure on location.
4. The Intermediary checks the Employee's bank card to make sure that the bank account number provided by the Employee is in the relevant Employee's sole or joint name. When this is not the case it informs Holland Employment Experts without delay, in writing or by email.
5. The Intermediary bears the costs of a fine or additional charge imposed on Holland Employment Experts as a result of the Intermediary's failure to properly establish or verify an Employee's identity and the name of the holder of the bank account. The Intermediary indemnifies Holland Employment Experts in respect of these fines or additional charges.

Article 11: Prevention of inadmissible discrimination

1. To prevent any prohibited distinction being made, in particular based on religion, life philosophy, political persuasion, race, gender, nationality, sexual orientation, marital status, disability, chronic illness, age, or any other grounds, the Intermediary may not stipulate requirements not relevant to the job when providing the information about the work to be assigned, nor may such requirements be taken into consideration by Holland Employment Experts.
2. The Intermediary indemnifies against any consequences of an impermissible distinction it has made.

Article 12 Personal data of an Employee and/or candidate

1. The Intermediary will treat as confidential all registered personal data of an Employee and/or candidate disclosed by Holland Employment Experts prior to and during the contract and, in particular, process such data in accordance with the General Data Protection Regulation (GDPR).
2. The Intermediary will make the Employee and/or candidate aware of any personal data about them that is recorded and how, when, and for what purpose that data is processed.

Article 13: Duration and termination of the cooperation agreement and contract for services, underutilization clause, carer's leave, strike and force majeure

1. Holland Employment Experts concludes an individual contract of assignment with an Employee on the basis of Book 7 Article 690 of the Dutch Civil Code and the Collective Labour Agreement for Temporary Agency Workers (NBBU-CAO) that applies from time to time.
2. In addition to the cooperation agreement, a contract for services is signed with the Client or ultimate Client for each Employee. If the Intermediary wishes to terminate the placement of an Employee and thus the contract for services between Holland Employment Experts and the Client or ultimate Client then the Intermediary must notify Holland Employment Experts in writing, stating and justifying the

- reason for termination.
3. The Intermediary observes a notice period that is at least equal to the notice period applicable towards the Employee.
 4. The following provisions apply to a contract for services relating to an Employee who has a contract of assignment that does not include a temporary employment clause:
 - i The Intermediary has a purchase obligation for the entire duration and scope of the employment contract. These contracts for services and the resulting payment obligations only end when Holland Employment Experts has legally terminated the employment contract with the Employee. The associated purchase obligation continues as long as an employment contract between Holland Employment Experts and the Employee continues, including during and after a period in which an Employee has been offered and performed alternative work for Holland Employment Experts.
 - ii The aforementioned purchase obligation also applies for the hours in respect of which the legal presumption pursuant to Book 7, Article 610b of the Dutch Civil Code applies. If Holland Employment Experts is obliged under Book 7, Article 628a of the Dutch Civil Code (prevailing version after 1/1/2020) to offer the Employee a fixed number of working hours, the Intermediary is also subject to a purchase guarantee in respect of those hours.
 - iii Holland Employment Experts is obliged to make efforts to offer an Employee alternative work after the expiry of the applicable notice period. The continued payment obligation is suspended if Holland Employment Experts succeeds in placing the Employee with another Client during the initial term of the agreement, for the entire duration and scope of the employment contract.
 - iv If the Employee accepts this suitable alternative work then the Intermediary's obligation to make payments to Holland Employment Experts lapses to the extent and for as long as this alternative work continues and to the extent that the scope of this alternative work and the amount of the Client's rate are equal to the scope of the contract for services. The obligation resumes if the Employee's placement ends before the end of the term of the initial agreement.
 - v Unless otherwise agreed in writing, Holland Employment Expert's obligation to continue paying wages ends after the placement and Holland Employment Experts passes on 100% of Holland Employment Expert's purchasing rate applicable to the Employee to the Intermediary.
 - vi Besides the costs in paragraph iv of this article, the costs of a transition fee or termination fee and any other costs necessarily incurred by Holland Employment Experts to terminate the employment relationship are charged on in full to the Intermediary, unless otherwise agreed in the cooperation agreement.
 5. A purchase obligation applies to contracts for services relating to Employees with a contract of assignment containing a temporary employment clause only for as long as the employment contract continues, taking account of any notice period under the applicable CLA.
 6. Under the Dutch Work and Care Act the Employee is entitled to leave to provide essential care in connection with illness for a number of family members and relatives named in that Act. The leave is a maximum of twice the weekly hours of work in any consecutive 12-month period. The 12-month period commences on the first day on which leave is taken. Unless otherwise agreed in writing, Holland Employment Experts charges the Intermediary for the days of leave claimed by the Employee under the Dutch Work and Care Act.
 7. Unless otherwise agreed in writing, Holland Employment Experts charges the Intermediary the wage for hours that the Employee has been unable to work due to unforeseen circumstances, including adverse weather, but for which the Employee is nonetheless entitled to a wage.
 8. Unless otherwise agreed in writing, Holland Employment Experts charges the Intermediary for hours that the Employee has been unable to work due to a strike at the Client but for which the Employee is nonetheless entitled to a wage.
 9. If the Client terminates the contract for services or temporary employment agreement on its initiative and, as the Employer of the temporary worker, Holland Employment Experts has an obligation to make every effort to redeploy the Employee under the dismissal policy then the Intermediary is obliged to cooperate with these redeployment efforts.

Article 14: Prohibition on recruiting Holland Employment Experts Employees/former Employees

1. The Intermediary is not permitted to have Holland Employment Experts Employees or former Employees perform work for it, either in paid employment or otherwise, without prior written permission from Holland Employment Experts.

2. Within this context, 'former Employee' means any Employee whose employment contract ended within the past year.
3. If the Intermediary breaches the provisions of the preceding two paragraphs, it will owe a payment of five times the gross monthly salary of the relevant Employee.