



General Terms and Conditions

Wiertz Company and its subsidiaries

Wiertz Personeelsdiensten/Payroll Nederland/ZUID recruiters

Grenswerk Backoffice Services/LSB Academie/Taxi Payroll Services

Valid from 01 January 2020

Wiertz Company[®]

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Valid from 01 January 2020

Article 1. Scope of application

- 1.1 These General Terms and Conditions apply to all Offers from and Agreements with Wiertz Company or Services provided by Wiertz Company to the Client. These General Terms and Conditions also apply to any further or subsequent Agreements between the Parties. The Client is deemed to have agreed to this.
- 1.2 The Client is obliged to pass its obligations under these General Terms and Conditions, as well as from any Agreements concluded thereunder, to the [Ultimate] Client. This provision must be deemed a perpetual clause. If the Client fails to fulfil this obligation, the Client will be responsible and liable for all possible damage or loss suffered by Wiertz Company as a result of this.
- 1.3 Deviations from these General Terms and Conditions are subject to the express written acceptance of Wiertz Company. In that case, the deviating provisions expressly agreed on in writing prevail. The applicability of any purchase or other general terms and conditions of the Client or [Ultimate] Client is expressly rejected.
- 1.4 If at any one time, one or more provisions of these General Terms and Conditions are partly or fully void or partly or fully voided, the other provisions of these General Terms and Conditions remain in full force. In that case, the Parties will enter into consultation in order to agree on new provisions to replace the void or voided provisions, which are in line with the Parties' intentions when drafting the void or voided provision.
- 1.5 If Wiertz Company does not require strict compliance with these General Terms and Conditions at all times, it will not imply that the provisions detailed therein do not apply, nor that Wiertz Company loses the right to require strict compliance of the provisions of these General Terms and Conditions in other cases.
- 1.6 If Wiertz Company deviates from these General Terms and Conditions in one or more Agreements with the Client, it does not imply that this deviation also applies to previous or subsequent Agreements between the Parties.
- 1.7 Arrangements that deviate from these general terms and conditions are applicable only when agreed on in writing and they apply to the relevant assignment only.
- 1.8 Any purchase or other terms and conditions of the Client do not apply and are expressly rejected by Wiertz Company.
- 1.9 Wiertz Company reserves the right to unilaterally change these General Terms and Conditions. The most recent version of the General Terms and Conditions applies at all times and can be consulted at www.wiertzcompany.com at any time.

Article 2. Definitions

- 2.1 General Terms and Conditions: these general terms and conditions.
- 2.2 Wiertz Company: The private companies with limited liability Wiertz Company B.V., Wiertz Personeelsdiensten, Payroll Nederland, ZUID recruiters, LSB Academie, Grenswerk Backoffice Services and Taxi Payroll Services.
- 2.3 Collective Agreement: the collective agreement applicable to the Agency Work Employment Contract or Payroll Agreement with the Employee.
- 2.4 Services: all services to be provided by Wiertz Company to the Client under an Agreement.
- 2.5 Equal Treatment: the equal treatment of Payroll Workers as referred to in Section 8a of the Placement of Personnel by Intermediaries Act [Waadi], meaning that the employee is entitled to equal treatment with regard to the application of the terms of employment [pay and employee benefits] as applicable at the [Ultimate] Client for employees in paid employment of the [Ultimate] Client in an equal or similar position to the employee, except for pension entitlements.
- 2.6 User Company Remuneration: the remuneration that is in force at the [Ultimate] Client for employees in the employment of the [Ultimate] Client in an equal or similar position as exercised by an Employee, consisting of the following wage elements:
 1. Only the applicable periodic wage in the scale;

2. The applicable reduction of working hours per week/month/year/period. This can be compensated in time and/or money, at the discretion of Wiertz Company.
 3. Allowances for overtime, transferred hours, irregular hours [including public holiday allowance] and shift allowance;
 4. Initial pay rise, level and time as determined by the Client;
 5. Expense allowances [to the extent Wiertz Company can pay these free from withholding taxes and premiums: travel expenses, accommodation expenses and other costs required for the performance of one's duties];
 6. Increments, level and time as determined by the Client.
 7. Compensation for work under physically demanding circumstances in connection with the nature of the work;
 8. Compensation for work-related travel hours or travel time.
- 2.7 Agency Clause: the clause in the Agency Work Employment Contract on the basis of which the Posting of the Employee to the Client ends at the Client's request and on the basis of which the Agency Work Employment Contract ends with immediate effect if the Collective Agreement so permits.
 - 2.8 Offer: any verbal or written offer from Wiertz Company to the Client.
 - 2.9 Client: any natural or legal person who enters or intends to enter into an Agreement with Wiertz Company. In these General Terms and Conditions, Client is also taken to mean the Intermediary and the [Ultimate] Client, insofar as the nature and scope of the provision mean it applies to these [as well].
 - 2.10 Parties: the Client and Wiertz Company together.
 - 2.11 Intermediary: the natural person or legal entity who enters into an Agreement with Wiertz Company, on the basis of which Wiertz Company allocates or co-allocates and hires employees and posts them to the [Ultimate] Client for performing [temporary and non-exclusive] activities, or who brokers Self-Employed Workers with the [Ultimate] Client.
 - 2.12 [Ultimate] Client: the Client where an Employee actually performs work.
 - 2.13 Principal's Rate: the rate payable by the Client to Wiertz Company, exclusive of surcharges, reimbursements of costs and VAT. The Principal's Rate is calculated per hour unless stated otherwise.
 - 2.14 Contract [for Services]: any agreement, in whatever form, between a Client on the one hand and Wiertz Company on the other, any change or addition thereto, as well as all [legal] acts to prepare and implement that Agreement by Wiertz Company.
 - 2.15 Confirmation of Assignment: the confirmation of each specific assignment, including the specific conditions laid down therein. An Agreement is an Agreement between Wiertz Company and the Client and/or the Intermediary.
 - 2.16 Posting: the employment of an Employee by Wiertz Company within the framework of an Agreement, to perform work under the direction and supervision of the [Ultimate] Client.
 - 2.17 Employee: any natural person who performs work for the [Ultimate] Client on the basis of an Agency Work Employment Contract or a Payroll Agreement. The Employee is an agency worker if temporary and non-exclusive work is performed at the [Ultimate] Client and/or Wiertz Company has allocated or co-allocated the Employee. The Employee is a Payroll Worker in the case of an exclusive Posting and the Employee has been [exclusively] allocated by the [Ultimate] Client.
 - 2.18 Agency Worker: the Employee who works on the basis of an Agency Work Employment Contract.
 - 2.19 Payroll Worker: the Employee who works on the basis of a Payroll Agreement.
 - 2.20 Agency Work Employment Contract: the employment contract in accordance with Section 7:690 of the Dutch Civil Code.
 - 2.21 Payroll Agreement: the employment contract in accordance with Section 7:692 of the Dutch Civil Code.
 - 2.22 Self-Employed Worker: the self-employed worker without employees who carries out work for the [Ultimate] Client on an independent basis, i.e. not under the direction and supervision of the [Ultimate] Client.
 - 2.23 Confidential Information: all information relating to the company and the affairs of

one of the Parties and/or its affiliate[s], including information that relates to the identity of the company and the affairs of customers, contacts and Clients, as well as prospective customers, contacts and Clients, and which is considered or could reasonably be considered to be confidential, regardless of whether or not that information is designated as 'confidential'.

- 2.24 Civil Code: The Dutch Civil Code.
- 2.25 Waadi: The Placement of Personnel by Intermediaries Act.
- 2.26 Wav: The Foreign Nationals [Employment] Act.
- 2.27 GDPR: The General Data Protection Regulation and related legislation and regulations.

Article 3. Offers and formation of the Agreement

- 3.1 All Offers from Wiertz Company are without obligation and can be revoked by Wiertz Company at any time, even if the Offer contains a term for acceptance.
- 3.2 Wiertz Company is not obliged to abide by its Offer, if it is reasonably understandable for the Client that the Offer, or parts thereof, contains an apparent error or mistake.
- 3.3 An Agreement is only formed when the Client accepts the Offer from Wiertz Company in writing or if Wiertz Company provides the Client with a Confirmation of Assignment. If the Client places an assignment/order with Wiertz Company verbally or in writing without it being preceded by an Offer or if the Offer has not [yet] been signed by the Parties, the Agreement will be deemed to have been concluded when the assignment/order has been confirmed by Wiertz Company in writing or when Wiertz Company, at the request of the Client, proceeds to commence with the execution of the assignment/order.

Article 4. Term and termination of the Agreement and Posting

Assignment

- 4.1 An Agreement is entered into for a definite or an indefinite period of time. An Agreement for a definite period of time is entered into for:
 - either a fixed-term period;
 - or a measurable period;
 - or a measurable period that does not exceed a fixed-term period.
- 4.2 An Agreement for a definite period of time terminates by operation of law after the expiry of the agreed time or after a predefined objective is reached.

End of the assignment

- 4.3 Premature termination of the Agreement for a definite period of time is not possible, unless otherwise agreed in writing. If an interim termination option has been agreed upon, the notice to terminate must be submitted in writing [i.e. by letter or e-mail], with due observance of a notice period of three months, unless Wiertz Company and the Client agree on a different period in writing.

- 4.4 An Agreement for an indefinite period of time ends by written notice of termination with due observance of a notice period of three months, unless otherwise agreed. An Agreement can only be terminated if all Agency Work Employment Contracts and/or Payroll Agreements between Wiertz Company and the Employees who are posted to the Client have ended and the Client has fulfilled all obligations under the Confirmations of Assignment and/or the General Terms and Conditions.
- 4.5 Every Agreement can be dissolved by each of the Parties, extrajudicially and with immediate effect, the moment that:
- the other Party imputably fails to fulfil its obligations arising from these General Terms and Conditions or the Agreement[s] between the parties;
 - the other Party or the [Ultimate] Client ceases its business operations, makes an arrangement with all its creditors, is dissolved, is in the process of being wound up and/or discontinues its activities, or;
 - the other Party or the [Ultimate] Client has been put into liquidation or has applied for a suspension of payments.
- 4.6 If Wiertz Company ends the Agreement[s] on account of one these reasons, the Client's conduct on which the notice of termination is based implies the Client's request to terminate the Posting. The above does not lead to any liability on behalf of Wiertz Company for damage or loss incurred by the Client as a result of that. Any claims brought by Wiertz Company will become immediately due and payable as a result of the dissolution.

End of Posting

- 4.7 The termination of the Agreement equals the termination of the Posting. Termination of the Agreement by the Client means a request made by the Client to Wiertz Company to terminate the current Posting[s] with effect from the date the Agreement has legally ended or with effect from the date the Agreement is legally dissolved.
- 4.8 If Wiertz Company wishes to terminate the Agency Work Employment Contract or Payroll Agreement with the Employee by dissolution through the sub-district judge or by obtaining permission to terminate the Agency Work Employment Contract or Payroll Agreement, as a result of the termination of the Posting, the Client is obliged to fully cooperate with Wiertz Company in this regard. Such cooperation includes but is not limited to the submission of [reports of] performance reviews, necessary financial data to substantiate the termination and insight into the Client's workforce. The Client is further obliged to pay the Principal's Rate until the date that the Agency Work Employment Contract or Payroll Agreement between Wiertz Company and the Employee has legally ended or has been legally dissolved.

- 4.9 The Posting terminates by operation of law if and insofar as Wiertz Company can no longer post the Employee on account of the Employee's Agency Work Employment Contract or Payroll Agreement having ended and this agreement is not continued for the same Client immediately thereafter. In that case, Wiertz Company does not imputably fail towards the Client, nor will Wiertz Company be liable for any damage or loss incurred by the Client as a result.
- 4.10 The termination of an Agreement is without prejudice to any other Agreements between Wiertz Company and the Client.
- 4.11 If the agency clause applies between the agency worker and the employment agency, the agency worker's Posting terminates at the request of the Client the moment that the agency worker announces he is not able to carry out the work on account of incapacity for work. The Client is deemed to have made this request, insofar as required. If asked, the Client will confirm this request to Wiertz Company in writing.
- 4.12 The Posting of an Employee who works on the basis of an Agency Work Employment Contract with Agency Clause can end with immediate effect, at the request of the Client. Other Postings continue to exist until the Agency Work Employment Contract or Payroll Agreement can be legally terminated. In the event of an interim termination, the Client is in any case required to continue to pay the Principal's Rate, as laid down in the Confirmation of Assignment, until the Agency Work Employment Contract or Payroll Agreement between Wiertz Company and the Employee can be legally terminated by Wiertz Company. This will be completed in line with the agreed, usual or average working hours of the Employee.
- 4.13 The Posting terminates by operation of law if and insofar as Wiertz Company can no longer post the Employee on account of the employment contract between Wiertz Company and the Employee having ended and this employment agreement is not continued for the same Client immediately thereafter. In that case, Wiertz Company does not imputably fail towards the Client, nor will Wiertz Company be liable for any damage or loss incurred by the Client as a result.
The Client must notify Wiertz Company in good time about the termination or continuation of the assignment with due observance of Article 8, paragraph 1, in order to enable Wiertz Company to correctly and completely fulfil its obligations with regard to a statutory notice period.
- 4.14 Wiertz Company may use the services of third parties for the purpose of providing Services to the Client. The Client agrees in advance that Wiertz Company hires third parties for the provision of Services.

Article 5. Replacement and availability

- 5.1 Wiertz Company is entitled to offer a replacement agency worker during the term of the assignment. The Client can reject such a proposal subject to reasonable grounds.
- 5.2 Wiertz Company is at all times entitled to make a proposal to the Client to replace a posted agency worker for another agency worker while continuing the assignment on account of, among other things, the corporate or personnel policy of Wiertz Company, the retention of jobs or compliance with prevailing legislation and regulations, the dismissal guideline for the employment agency industry in particular. The Client can reject such a proposal on reasonable grounds only. The Client will motivate any rejection in writing, if asked.
- 5.3 Wiertz Company does not imputably fail towards the Client and it is not obliged to pay the Client any compensation or costs if Wiertz Company, for whatever reason, cannot [or no longer] post[s] a [replacement] agency worker to the Client, or at least not [or no longer] in the way and scope agreed upon assignment or thereafter.

Article 6. Client's obligation to provide information

- 6.1 The Client acknowledges that proper execution of the Agreement by Wiertz Company is generally dependent on the correct and timely delivery of documents and data

from the Client, particularly so with regard to the determination of the User Company Remuneration or Equal Treatment. In order to ensure the execution of the Agreement proceeds on time as much as possible, the Client must timely provide Wiertz Company with everything it needs and the Client must timely perform all acts as required by Wiertz Company for the execution of the Agreement, or provide everything in respect of which the Client should reasonably understand that they are necessary for the execution of the Agreement, including but explicitly not limited to all information that may affect the Services.

- 6.2 Wiertz Company applies a procedure for determining the User Company Remuneration or Equal Treatment with regard to Employees. The Client is obliged to fully cooperate with the applicable procedure.
- 6.3 In the event that there are no equal or similar positions at the [Ultimate] Client, the User Company Remuneration or Equal Treatment is based on the fictitious situation that the employees are to be employed by the [Ultimate] Client, or a decision is made in line with the terms of employment applicable in the profession or industry of the [Ultimate] Client.
- 6.4 When entering into the Agreement, the Client must notify Wiertz Company of any company closures and collective statutory days off during the term of the Agreement, so that Wiertz Company can incorporate this in the Agency Work Employment Contract or Payroll Agreement with the Employee, if possible. If the intention to decide on company closure and/or collective statutory days off is announced after the Agreement is entered into, the Client has to notify Wiertz Company immediately after the announcement thereof. If the Client fails to notify Wiertz Company in time, the Client, for the duration of the company closure, is obliged to pay Wiertz Company the full Principal's Rate for the number of hours and overtime per period applicable or customary by virtue of the Agreement and the General Terms and Conditions.
- 6.5 The Client is responsible for the correctness, completeness, reliability, soundness and legality of the acts performed and data/information provided by or on its behalf to Wiertz Company. The Client further guarantees that it has provided all necessary information or performed all necessary acts within the meaning of paragraph 1 of this article for the formation and execution of the Agreement. In the event that the Client does not provide Wiertz Company with the required data/information, or if it provides information that is incomplete, inaccurate or incorrect, as referred to in this article, the Client will be fully liable for all ensuing damage or loss incurred by it or third parties and the Client fully indemnifies Wiertz Company for this.
- 6.6 The Client must notify Wiertz Company promptly and immediately upon becoming aware of the extent of changes to the User Company Remuneration or Equal Treatment.
- 6.7 The implementation of the Agreement does not commence until after the Client has met the aforesaid obligation to provide information and/or obligation to deliver. If the information required for the implementation of the Agreement has not been provided to Wiertz Company in time, or if the necessary acts have not been performed in time, Wiertz Company has the right to suspend the implementation of the Agreement until all information has been provided or supplied by the Client, or Wiertz Company has the right to perform acts [arrange for acts to be performed] to ensure that Wiertz Company has everything it needs as stated above for the implementation of the Agreement, in which the costs to be incurred by Wiertz Company are for the expense and risk of the Client.

- 6.8 If the Agreement can no longer be executed within the agreed period, because the information required for the implementation of the Agreement has not been provided to Wiertz Company in time, Wiertz Company has the right to dissolve the Agreement extrajudicially and with immediate effect, without the obligation to compensate any damage or loss suffered on the part of the Client. The extra hours and/or extra costs incurred by Wiertz Company, as well as other damage or loss suffered by Wiertz Company on account of the Client failing to comply with the obligation to provide information as specified in this article will be payable by the Client at the then usual rates.

Article 7. Right of suspension

- 7.1 The Client is not entitled to partly or wholly suspend the employment of the Employee, unless in the case of force majeure within the meaning of Section 6:75 of the Dutch Civil Code.
- 7.2 In deviation from paragraph 1 of this article, suspension *is* possible if:
1. this is agreed in writing and the duration has been confirmed; and
 2. The Client demonstrates that no work is available for the time being or that the Employee cannot be employed;
 3. Wiertz Company can successfully invoke exemption of the obligation to continue to pay the wages of the Employee by virtue of the Collective Agreement.
- The Client does not owe the Principal's Rate for the duration of the suspension.
- 7.3 If the Client is not entitled to temporarily postpone the employment, yet the Client temporarily does not have work for the agency worker or is unable to employ the agency worker, the Client, for the duration of the assignment, is obliged to pay Wiertz Company the full Principal's Rate for the number of hours and overtime per period [week, month, etc.] most recently applicable or customary by virtue of the assignment.

Article 8. Working procedure

- 8.1 Prior to the commencement of the assignment, the Client provides Wiertz Company with the information necessary for the Posting, including an accurate description of the job, job requirements, working hours and times, the work, the work location, working conditions and the anticipated duration of the assignment.
- 8.2 Wiertz Company, on the basis of the information provided by the Client and the qualities, knowledge and skills which [prospective] agency workers eligible for Posting must have according to Wiertz Company, determines which [prospective] agency workers it will put forward for the Client for the execution of the assignment. The Client is entitled to reject the proposed [prospective] agency worker, as a result of which the Posting of the proposed [prospective] agency worker will not go ahead.
- 8.3 The Agency Workers are recruited and selected by Wiertz Company [in conjunction with the Intermediary or otherwise] on the basis of their qualities and skills on the one hand and, on the other, the job requirements set by the [Ultimate] Client. The [Ultimate] Client cannot stipulate requirements that are irrelevant to the position and which [may] result in direct or indirect discrimination in relation to, for instance, race, religion, gender and/or disability. Wiertz Company will not honour such requirements in any case, unless they are made within the framework of a target group policy that is permitted by law in order to promote equal employment participation.

- 8.4 The Payroll Worker is recruited and selected by the [Ultimate] Client. With regard to the Payroll Worker, Wiertz Company does not accept any responsibility or liability for the allocation of the Employee.
- 8.5 Wiertz Company does not imputably fail towards the [Ultimate] Client and it is not obliged to pay the [Ultimate] Client any compensation or costs if Wiertz Company, for whatever reason, cannot [or no longer] post[s] a [replacement] Employee to the Client, or at least not [or no longer] in the way and scope agreed on under the Agreement or thereafter.
- 8.6 Wiertz Company is not liable for damage or loss as a result of deployment of workers who appear to fall short of the requirements set by the Client, unless the Client submits a written complaint to Wiertz Company within a reasonable period after the commencement of the Posting, supported by evidence that there was intent or deliberate recklessness on the part of Wiertz Company.

Article 9. Position and remuneration

- 9.1 Prior to the commencement of the Agreement and/or the Posting, the Client must provide to Wiertz Company the description of the job to be performed by the Employee, as well as all information about all elements of the User Company Remuneration or Equal Treatment [as regards level and time: only insofar as known at that moment], to the extent that this had not already been provided by the Client on the basis of the preceding articles.
- 9.2 The User Company Remuneration or Equal Treatment of the Employee must be determined in accordance with the terms of employment applicable at the [Ultimate] Client for employees in paid employment in an equal or similar position at said Client, that can arise from legislation and regulations, an applicable Collective Agreement and/or terms and conditions of employment. The Client is obliged to immediately notify Wiertz Company in writing of any relevant change with regard to this User Company Remuneration or Equal Treatment. The Client fully indemnifies Wiertz Company for non-compliance with this obligation to provide information.
- 9.3 The Employee's remuneration, including any allowances and reimbursement of costs, is stipulated in accordance with the Collective Agreement [including the provisions relating to the User Company Remuneration] and the applicable legislation and regulations, all this on the basis of the job description provided by the Client.
- 9.4 If at any time, it emerges that this job description and corresponding pay classification do not correspond with the position actually fulfilled by the Employee, the Client must immediately provide Wiertz Company with the correct job description and corresponding pay classification. The Employee's remuneration will be reassessed on the basis of the new job description. The job description and/or pay classification can be adjusted during the assignment, provided the Employee reasonably qualifies for that adjustment, invoking legislation and regulations and/or the Collective Agreement. If the adjustment leads to a higher remuneration, Wiertz Company will be entitled to correct the Employee's remuneration *and* the Principal's Rate accordingly. The Client owes this corrected rate to Wiertz Company from the moment that the Employee is entitled to the higher remuneration by virtue of legislation and regulations and/or the Collective Agreement.
- 9.5 The Client must notify Wiertz Company promptly and immediately upon becoming aware of the extent of the changes to the User Company Remuneration and initial pay rises. This paragraph does not apply if and as long as the agency worker is rewarded in accordance with the Collective Agreement remuneration for the allocation group.

- 9.6 If and insofar as a reward is determined for the Employee as a result of non-classification, the Client must notify Wiertz Company promptly and immediately upon becoming aware of a change in the Client's job classification system as a result of which the Employee's positions can still be or should have been classified in the Client's job classification system. In that case, the remuneration and the Principal's Rate will be adjusted in accordance with paragraph 4 of this article.
- 9.7 The Principal's Rate may be adjusted during the term of the Agreement if the Employee's remuneration changes as a result of any change in the User Company Remuneration or Equal Treatment. The Client owes Wiertz Company this adjusted Principal's Rate from the moment of change.
- 9.8 Reimbursements and allowances such as those for overtime, travel hours/time, physically demanding circumstances, working in shifts or working irregular hours, at special times or days [including public holidays], transferred hours and/or stand-by or on-call duty are rewarded in accordance with the Collective Agreement and/or other applicable terms and conditions of employment and are charged to the Client.
- 9.9 The working hours and times of the Employee at the Client are laid down in the assignment or otherwise agreed. The Employee's working hours and times and work and rest periods are equal to the usual hours and times as applicable at the Client, unless otherwise agreed. The Client guarantees that the Employee's working hours and work and rest periods comply with the legal requirements. The Client ensures that the Employee does not exceed the working hours and agreed times permissible by law.
- 9.10 The Employee's holiday and leave entitlements are regulated in accordance with the law and the Collective Agreement.

Article 10. Principal's Rate

- 10.1 The fee payable by the Client to Wiertz Company is calculated by multiplying the agreed Principal's Rate by the hours worked by the Employee or [if this is higher] is calculated on the basis of the hours which Wiertz Company is entitled to under the Agreement and/or the General Terms and Conditions. The Principal's Rate is further multiplied by the allowances and increased by the reimbursements of costs claimable by the Employee. VAT will be charged on the total fee to be paid by the Client to Wiertz Company.
- 10.2 The fee to be paid by the Client to Wiertz Company is increased by the transition payment payable to the Employee and/or compensation for a failure to observe the [full] notice period, insofar as the Employee can claim this pursuant to the provisions of Section 7:673 and 7:668 of the Dutch Civil Code. Wiertz Company will charge on these fees and payments to the relevant Client, employer's contributions, as is, unless explicitly agreed otherwise in writing.
- 10.3 Wiertz Company is, in any case, entitled to adjust the Principal's Rate during the term of the Agreement if the Employee's costs rise:
- as a result of a change in the terms of employment [pay and employee benefits] that are in force at the [Ultimate] Client;
 - as a result of changes to or by virtue of legislation and regulations, including changes to or by virtue of social and tax legislation, the Collective Agreement or any other binding regulation;
 - as a result of a [periodic] pay rise and/or a [non-recurring] statutory payment arising from the Collective Agreement and/or terms of employment [pay and employee benefits] in force at the [Ultimate] Client.

- 10.4 If the Client does not agree with payment of the adjusted Principal's Rate, it implies the Client's request to terminate the Posting. The Posting, however, does not end until the Employee's Agency Work Employment Contract or Payroll Agreement can be legally terminated. The Client owes the Principal's Rate until the date of termination of the Agency Work Employment Contract or Payroll Agreement.
- 10.5 Wiertz Company will notify the Client of any changes to the Principal's Rate as soon as possible and it will confirm this to the Client in writing.
- 10.6 If the User Company Remuneration and/or the Equal Treatment have been set too low or incorrectly due to any act that can be attributed to the Client, Wiertz Company will be entitled to correct this with retrospective effect and to adjust and charge the Principal's Rate accordingly with retrospective effect. Wiertz Company may also charge the Client for the amount which the Client has underpaid plus costs incurred by Wiertz Company as a result, to be increased by the statutory commercial interest rate.
- 10.7 A separate Principal's Rate will be agreed for Services provided by Wiertz Company, other than the Posting of Employees or the brokering of Self-Employed Workers. The Services that Wiertz Company provides to the Client will be confirmed in the Confirmation of Assignment, which also confirms the Principal's Rate.

Article 11. Invoicing and time accounting

- 11.1 Invoicing will be based on the time accounting method agreed on with the Client with due observance of these general terms and conditions, assignments and/or other agreements.
- 11.2 If no time accounting method has been agreed on, time will be accounted for by means of expense claim forms which have been approved by the Client in writing. The Client and Wiertz Company may agree that time may be accounted for by means of a time registration system, an electronic and/or automated system or by means of overviews drawn up by or on behalf of the Client.
- 11.3 The Client is responsible for producing correct and complete time accounting records and is obliged to ensure that the Employee's details included therein are correct and truthful, including the Employee's name, the number of hours worked, overtime, irregular hours and the other hours for which the Principal's Rate is due pursuant to the Agreement and the General Terms and Conditions, as well as any allowances and any actual costs incurred.
- 11.4 If the Client provides the time accounting records, it must ensure that Wiertz Company has received the records no later than on Tuesday following the week worked by the Employee [and that the hourly time sheets have been signed by the [Ultimate] Client]. The [Ultimate] Client is responsible for the manner in which the time accounting records are submitted to Wiertz Company.
- 11.5 Before the [Ultimate] Client submits the time accounting records, it must give the Employee the opportunity to check the records. If and insofar as the Employee disputes the time accounting records, Wiertz Company will be entitled to determine the hours and costs in accordance with the information provided by the Employee, unless the Client can demonstrate that the data provided by him are correct. The Client, at the request of Wiertz Company, will provide insight into the original time registrations of the Client and provide copies thereof.

- 11.6 If time is accounted for by means of expense claim forms to be submitted by the Employee, the [Ultimate] Client will retain a copy of the expense claim form. In the event of a discrepancy between the expense claim form submitted by the Employee to Wiertz Company and the copy retained by the [Ultimate] Client, or in the event of non-compliance with the obligations of the [Ultimate] Client referred to in this article, the expense claim form submitted by the Employee to Wiertz Company for settlement will serve as full proof, unless the [Ultimate] Client produces evidence to the contrary.

Article 12. Best-efforts obligation and liability of Wiertz Company

- 12.1 Wiertz Company is obliged to make every effort to execute the assignment properly . If and insofar as Wiertz Company fails to fulfil this obligation, it will be obliged to compensate any direct damage or loss arising from it and incurred by the Client, provided the Client submits a written complaint to Wiertz Company within the shortest possible term, yet no later than three months after this damage or loss has arisen or become known, demonstrating that the damage or loss was the direct result of an attributable failure on the part of Wiertz Company.

Article 13. Special obligations with regard to identity and processing Personal data

- 13.1 The Client to whom an Employee is posted by Wiertz Company verifies and establishes the identity of the Employee in accordance with the applicable legislation and regulations including but not limited to the Foreign Nationals [Employment] Act [Wav], the Wages and Salaries Tax Act and the Compulsory Identification Act. The Client must also comply with the requirement to keep records and with the retention obligations it is subject to in this connection.
- 13.2 With regard to foreign nationals, the Client expressly declares that it is familiar with the Foreign Nationals [Employment] Act [Wav], including the requirement that the Client, upon the commencement of the work by a foreign national, must receive from the foreign national a copy of the document referred to in Section 1, subsections 1 to 3 of the Compulsory Identification Act. The Client is responsible for a thorough check of this document and, on the basis of that, it will establish the foreign national's identity and include a copy of the document in its records. Wiertz Company cannot be held responsible and/or liable for any fines imposed on the Client within the framework of the Foreign Nationals [Employment] Act [Wav].
- 13.3 The Client expressly declares to be familiar with the applicable legislation and regulations regarding the processing of personal data. Wiertz Company and the Client will enable each other to comply with the aforesaid legislation. The Client will, in any case, only use the personal data obtained through Wiertz Company for the purpose for which they were obtained, it will not keep them for longer than permitted by legislation and regulations and it will ensure the adequate security of these personal data.
- 13.4 Wiertz Company is not liable for any damage or loss suffered by the [Ultimate] Client as a result of negligence of the [Ultimate] Client to identify the Employee. The [Ultimate] Client fully indemnifies Wiertz Company for all damage or loss resulting from incorrect identification, unless this damage or loss is due to intentional or deliberate recklessness on the part of Wiertz Company.
- 13.5 Depending on the responsibilities and working method, the parties will make arrangements in accordance with the GDPR in respect of data breaches, the rights of data subjects and retention periods, among other things. If the Parties are joint controllers, they will make further arrangements in respect of data subjects exercising their rights and the duty of disclosure, among other things. These arrangements are laid down in mutual regulations.

- 13.6 The [Ultimate] Client is responsible for ensuring it only provides or collects personal data to or from Wiertz Company if and insofar as the Client is entitled to do so by virtue of the GDPR.
- 13.7 The [Ultimate] Client indemnifies Wiertz Company against all claims brought against Wiertz Company by candidates, Employees or other third parties in connection with the [Ultimate] Client violating the GDPR and it will compensate any associated costs incurred by Wiertz Company as a result.

Article 14. Treatment of the employee

- 14.1 Client and Wiertz Company must refrain from making a prohibited distinction on the basis of religion, personal beliefs, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other reason.
The Client and Wiertz Company will only set requirements relevant to the position or take these into account when issuing or executing the assignment and during the selection and treatment of Employees.
- 14.2 The Client is familiar with the Whistleblower Act and guarantees that the Employee has access to the whistleblower scheme in the same way as its own staff does, provided the Client operates such a scheme or is eligible for it.
- 14.3 If the Client operates a complaints procedure with regard to the treatment of employees, it guarantees that the Employee will have access to this complaint's procedure in the same way as its own staff does. This only concerns complaints that do not concern the employment practices of Wiertz Company. All this insofar as that there are no other legal obligations.

Article 15. Employee participation

- 15.1 The Client is obliged to enable the Employee who is a member of the works council of Wiertz Company or of the works council of the Client to exercise these participation rights in accordance with legislation and regulations.
- 15.2 If the Employee participates in the decision-making process of the Client, the Client must also pay the Principal's Rate for working hours during which the Employee performs work or follows training in respect of that participatory decision-making.
- 15.3 The Client declares that it is aware of its obligations to provide information under the Works Councils Act [hereinafter referred to as WOR] concerning the [expected] deployment of agency workers in its company. If and insofar as the Client wants to use the information provided or to be provided by Wiertz Company as the basis for these obligations to provide information, the provision of that information will not exceed the obligations under the Works Council Act.

Article 16. Obligations in connection with the Placement of Personnel by Intermediaries Act

- 16.1 The Client explicitly declares that it is familiar with Section 8b of the Placement of Personnel by Intermediaries Act and it ensures that Employees will have access to the corporate facilities or services in its company, particularly canteens, childcare and transport facilities in the same way as the employees who are employed by its company in equal or similar positions, unless the difference in treatment is justified for objective reasons.

- 16.2 The Client explicitly declares to be familiar with Section 8c of the Placement of Personnel by Intermediaries Act and ensures that any vacancies that arise at its company are announced to the Employee promptly and clearly so that the latter enjoys the same chances of a permanent employment contract as the employees of that company.
- 16.3 The Client expressly declares that it is familiar with Section 10 of the Placement of Personnel by Intermediaries Act. Wiertz Company is not permitted to post employees to the Client or in the part of the Client's company which is the subject of a strike, lock-out or factory occupation. The Client must timely and completely notify Wiertz Company about the intention, start, continuation or end of collective actions organised by the trade unions or otherwise [wildcat] including but not limited to work strikes, lock-outs or factory occupations. In the performance of its supervision and direction over the Employee, the Client will explicitly refrain from issuing any instructions to the Employee that will cause Section 10 of the Placement of Personnel by Intermediaries Act [Waadi] to be violated, including but not limited to having agency workers perform work that is normally carried out by employees who are currently participating in the collective actions.
- 16.4 The Client expressly declares that it is familiar with Section 12 of the Placement of Personnel by Intermediaries Act. The Client, before the start of the Posting and, if necessary, thereafter, must provide information to Wiertz Company on the terms of employment, either in writing or electronically, and do so timely and completely

Article 17. Payment

- 17.1 The Client is at all times obliged to pay every invoice submitted by Wiertz Company within fourteen calendar days after the invoice date. If an invoice is not paid within this period, the Client will be in default by operation of law without a notice of default being required and owe default interest of 1% per month, in which part of a month will be counted as a full month and without prejudice to the Client's legal entitlement to payment of interest or other legal claims. The Client is not entitled to set off the invoice amount against any alleged counter-claim, justified or otherwise and irrespective of whether the Client accepts or disputes that the amount is owed. The Client is not entitled to suspend its payment obligation.
- 17.2 Only payments to Wiertz Company or to a third party designated by Wiertz Company in writing will result in a discharge from all obligations. Payments to Employees or the provision of advances to Employees are non-binding and can never constitute grounds for debt discharge, debt takeover or set-off.
- 17.3 The [carbon] copy of the invoice sent by Wiertz Company and in the possession of the employment agency serves as full proof of the interest that is owed and the day on which the interest calculation starts.
- 17.4 Complaints regarding any invoice must be submitted in writing to Wiertz Company within ten calendar days of the invoice date. After this period, the Client's right to complaint lapses. The burden of proof regarding the timely submission of the complaint rests with the Client. If a complaint is submitted, the Client can nevertheless not rely on suspension of the payment obligation or setoff.
- 17.5 All collection costs are at the full expense of the Client. Compensation of the extrajudicial costs will be based on the Extrajudicial Collection Costs [Standards] Act. This compensation will always be charged without any further evidence being required and be owed by the Client once legal assistance has been invoked by the employment agency or by the third party who is entitled to the payment or once the claim has been outsourced by the employment agency for collection.
- 17.6 If the Wiertz Company believes it desirable and in any case if the Client is in default

of any payment obligation for whatever reason, Wiertz Company, after entering into an Agreement and in deviation from the agreed payment arrangement, is entitled to demand payment in advance or security for the Client's payment obligations. The Client must comply with this immediately on request of Wiertz Company.

- 17.7 The [Ultimate] Client, immediately on request of Wiertz Company, will provide the latter with a written direct debit mandate to debit the [Ultimate] Client's IBAN with the invoice amounts within the agreed period. A SEPA authorisation form will be signed for this.
- 17.8 Wiertz Company, without being obliged to pay any compensation to the Client, expressly reserves the right not to conclude or terminate an Agreement in the event of the [Ultimate] Client's non-creditworthiness.

Article 18. Special minimum payment obligations

- 18.1 The Client, without prejudice to the Client's other obligations towards Wiertz Company, is obliged to at least pay Wiertz Company the Principal's Rate for three hours worked if:
- the Employee reports at the agreed time and place in order to perform the work, but is not given the opportunity by the Client to commence the work, or:
 - the Client enables the Employee to perform the work for less than three hours.

Article 19. Fear of non-compliance

- 19.1 If after concluding the Agreement, Wiertz Company, on account of circumstances that have come to its knowledge, has good reason to fear that the [Ultimate] Client will fail to fulfil one of the obligations, or will fail to do so correctly and/or timely, which fear is deemed to exist in the event of, among other things, liquidation or suspension of payment or when an application for one of these measures with respect to the [Ultimate] Client is pending, or in the event of a decision to dissolve or merge the [Ultimate] Client or if any part of the assets of the [Ultimate] Client has been seized before judgement or under a warrant of execution, or if the [Ultimate] Client fails to fulfil any payment obligation towards Wiertz Company, all payment obligations of the [Ultimate] Client towards Wiertz Company, for whatever reason, become immediately due and payable. Wiertz Company is entitled to demand immediate payment of these enforceable claims or demand security for these enforceable claims.
- 19.2 In that case, Wiertz Company is entitled to suspend fulfilment of its obligations towards the Client until payment and/or security of all payment obligations has been made or provided. If Wiertz Company proceeds to do so, it is in no way liable for compensation for damage and costs that in any way arise on the part of the Client.
- 19.3 The Client is liable for all damage or loss resulting from this and suffered by Wiertz Company.

Article 20. Proper direction and supervision

- 20.1 When directing and supervising, as well as in relation to performing duties, the [Ultimate] Client must conduct itself towards the Employee in a correct manner, in the same way as it is obliged to towards its own employees.
- 20.2 The [Ultimate] Client is not permitted to 'second' the Employee to a third party, i.e. to post the Employee to a third party to carry out work under the supervision or direction of that third party, without the prior written permission of Wiertz Company. Secondment includes the Client posting an Employee to a [legal] person with whom the Client is affiliated in a group [of companies]. In addition, the [Ultimate] Client is prohibited from employing the Employee outside Dutch territory without the prior written permission of Wiertz Company.
- 20.3 The [Ultimate] Client may employ the Employee in derogation from the provisions of the Agreement and the General Terms and Conditions only if Wiertz Company and the Employee have given their express prior written consent.
- 20.4 The [Ultimate] Client will compensate the Employee for any loss that the latter incurs as a result of damage to or loss of his property used within the framework of the instructed work.
- 20.5 The [Ultimate] Client, insofar as possible, will take out adequate liability insurance by virtue of the provisions of this article. The [Ultimate] Client, at the request of Wiertz Company, must provide proof of insurance to Wiertz Company.

Article 21. Working conditions

- 21.1 The [Ultimate] Client declares to be aware of the fact that, according to the Working Conditions Act, it is considered an employer.
- 21.2 Vis-à-vis the Employee and Wiertz Company, the Client is responsible for the fulfilment of obligations in the field of safety in the workplace and good working conditions in general, all this arising from Section 7:658 of the Dutch Civil Code, the Working Conditions Act and corresponding legislation and regulations. If the nature of the work and/or the circumstances in which it is performed so require, the [Ultimate] Client will provide or reimburse personal protective equipment to the Employee. The costs of any medical examinations are payable by the Client.
- 21.3 The [Ultimate] Client is obliged to promptly provide the Employee and Wiertz Company with written information about the required professional qualifications and the specific characteristics of the job to be fulfilled, and to do so at least one working day prior to the commencement of the work. The [Ultimate] Client actively informs the Employee about the Hazard Identification and Risk Assessment [HIRA] in force at his organisation.
- 21.4 If the Employee is involved in an industrial accident or develops an occupational illness, the [Ultimate] Client, if legally required, will immediately notify the competent authorities and ensure that a written report of this is drawn up immediately. This report explains the cause of the accident in such a way that it can, to a reasonable degree of certainty, be concluded if and to what extent the accident was the result of the fact that measures taken to prevent the accident or occupational illness were inadequate. The [Ultimate] Client will inform Wiertz Company of the industrial accident or occupational illness as soon as possible and submit a copy of the report drawn up.

- 21.5 The [Ultimate] Client will compensate the Employee for and indemnify Wiertz Company against all damage [including expenses that include the actual cost for legal aid] incurred by the Employee within the framework of fulfilling his duties, if and insofar as the [Ultimate] Client and/or Wiertz Company are liable for that by virtue of Section 7:658 and/or Section 7:611 and/or Section 6:162 the Dutch Civil Code.
- 21.6 If the industrial accident results in the Employee's death, the [Ultimate] Client is obliged to compensate damage [including expenses that include the actual cost for legal aid] to the persons referred to in Section 6:108 of the Dutch Civil Code and in accordance with that section and indemnify Wiertz Company against all damage [including expenses that include the actual cost for legal aid] for which it is held liable.
- 21.7 The [Ultimate] Client must take out adequate liability insurance by virtue of the provisions of this article. The [Ultimate] Client, immediately on request of Wiertz Company, must provide proof of insurance to Wiertz Company.

Article 22. Intermediary

- 22.1 If an Intermediary is involved in the formation of an Agreement, it must ensure that notices of termination, complaints and all other notifications regarding the execution of the Agreement are sent to the address of Wiertz Company.
- 22.2 Wiertz Company and the Intermediary jointly assume the obligation for the allocation of Employee, i.e. Agency Workers. The parties work closely together for this purpose and the Intermediary uses the systems made available by Wiertz Company. The Intermediary is aware of the fact that Agency Workers are posted to the [Ultimate] Client non-exclusively and temporarily. Wiertz Company has the right to post the relevant Employee elsewhere at any time, without being obliged to pay the Intermediary any compensation. Wiertz Company will at all times endeavour to ensure that the new Posting is organised through/in collaboration with the Intermediary.
- 22.3 Unless otherwise agreed, the consideration/fee of the Intermediary is deemed to be included in the Principal's Rate. The [Ultimate] Client is entitled to pay the consideration/fee for brokerage services directly to the Intermediary, subject to the written permission of Wiertz Company.
- 22.4 Wiertz Company is entitled to have a creditworthiness test carried out at [Ultimate] Clients. On this basis, Wiertz Company is fully entitled to refuse to enter into an Agreement with the Intermediary and/or the [Ultimate] Client.
- 22.5 The [Ultimate] Client is never entitled to set off its claims against the Intermediary against the amounts invoiced by Wiertz Company.
- 22.6 The Intermediary is only entitled to the consideration/fee stipulated by the Intermediary, if and insofar as the [Ultimate] Client has paid the Principal's Rate and/or the fees demanded by Wiertz Company in full and within the payment period. In the event that the Client is in default vis-à-vis Wiertz Company, the latter can reclaim any consideration/fee paid to the Intermediary in advance as unduly paid and/or set off the amount against any claim of the Intermediary against Wiertz Company.
- 22.7 In the event that the Intermediary has not fulfilled its obligations towards Wiertz Company and/or the [Ultimate] Client and the [Ultimate] Client of the Intermediary refuses to pay the fee, the Intermediary, immediately on request, is obliged to pay Wiertz Company a fee equal to the full fee, less the consideration/fee to be paid to the Intermediary. Wiertz Company is entitled to set off claims under this provision against any claim of the Intermediary against Wiertz Company.

Article 23. Obligations and liability

- 23.1 The Client that fails to fulfil the obligations arising from these General Terms and Conditions and Agreements, or fails to do so satisfactorily, is obliged to compensate Wiertz Company for all resulting damage or loss.
- 23.2 During the term of the Agreement, the Client is liable for damage or loss suffered by Wiertz Company, the Employee and/or third parties as a result of the Employee's acts and/or omissions. Wiertz Company is not liable for damage or loss of the Client as a result of the Employee's acts and/or omissions.
- 23.3 The Client is obliged to take out adequate insurance to cover the liabilities specified in this article.
- 23.4 If it is established in law or otherwise that Wiertz Company could be liable vis-à-vis the Client for damage or loss suffered in connection with the Agreement, or by virtue of an unlawful act or on any other grounds, this liability, including any payment obligation by virtue of Section 6:230 and/or Section 6:271 of the Dutch Civil Code, will at all times and its entirety be limited to what is stipulated in this provision:
- a. Wiertz Company is never liable for consequential damage or loss, lost profits, lost income, lost revenue, missed savings and damage or loss due to business interruptions and other stagnations;
 - b. the liability of Wiertz Company, including any payment obligation by virtue of an obligation to undo and any payment obligation under Section 6:230 of the Dutch Civil Code, vis-à-vis the [Ultimate] Client is at all times limited to the actual amount that the liability insurance of Wiertz Company pays out in the relevant case.
- 23.5 These restrictions do not apply in the event of intent or deliberate recklessness on the part of Wiertz Company and/or of Employees.
- 23.36 Any liability claim against Wiertz Company expires within one year of the Client becoming aware of the loss event or could reasonably have been aware thereof.

Article 24. Intellectual and industrial property

- 24.1 Wiertz Company, at the request of the [Ultimate] Client, will ask the Employee to sign a written statement so as to ensure and facilitate, insofar as necessary and possible, that all intellectual and industrial property rights to the results of the Employee's work accrue or are [or will be] transferred to the [Ultimate] Client. If in respect of the above, Wiertz Company owes the Employee compensation or must otherwise incur costs, the [Ultimate] Client owes Wiertz Company equal compensation or costs.
- 24.2 The [Ultimate] Client can enter into an agreement with the Employee directly or ask him to sign a statement in respect of the intellectual and industrial property rights referred to in paragraph 1 of this article. The [Ultimate] Client will inform Wiertz Company of its intention to do so and provide Wiertz Company with a copy of the agreement/statement drawn up for that purpose.
- 24.3 Wiertz Company cannot be held liable towards the [Ultimate] Client for any fine or incremental penalty payment the Employee is liable to pay or any damage incurred by the [Ultimate] Client as a result of the Employee invoking any intellectual and/or industrial property rights.

Article 25. Takeover of Employees

- 25.1 For the purposes of this article, entering into an employment relationship with an Employee is taken to mean:
- the Client entering into an Agency Work Employment Contract or Payroll Agreement, a contractor agreement and/or a contract for services with an Employee;
 - having the Employee posted by a third party [for example, another employment agency];
 - the Employee entering into an employment relationship with a third party, in which the Client and that third party are affiliated in a group [as referred to in Section 2:24b of the Dutch Civil Code] or is a subsidiary of another [as referred to in Section 2:24a of the Dutch Civil Code].
- 25.2 The [Ultimate] Client is only entitled to enter into an Employment Relationship with an Employee if and insofar as the provisions of this article are met.
- 25.3 The [Ultimate] Client will not enter into an employment relationship with the Employee if and insofar as the Employee's Agency Work Employment Contract or Payroll Agreement is not legally terminated and if and insofar as the [Ultimate] Client cannot legally terminate or has not legally terminated the Agreement with Wiertz Company.
- 25.4 The [Ultimate] Client will timely notify Wiertz Company in writing of its intention to enter into an Employment Relationship with the Employee, prior to acting on that intention. The Agreement will be terminated by the [Ultimate] Client with due observance of these General Terms and Conditions.
- 25.5 In the event that the [Ultimate] Client fails to comply with its obligations under the Agreement and/or these General Terms and Conditions, Wiertz Company reserves the right to demand that the [Ultimate] Client takes over or continues the Agency Work Employment Contract or Payroll Agreement with immediate effect.
- 25.6 If within a period of six months of the commencement of the Posting, the Client, in accordance with the provisions of paragraphs 2 to 4 above, enters into an employment relationship with the agency worker, for the same or a different position, the Client owes Wiertz Company the following compensation:
1. if the employment relationship with the agency worker commences before the Posting has lasted ten weeks worked: compensation to the amount of 20% of the most recently applicable Principal's Rate applicable to the relevant agency worker over a period of six months;
 2. if the employment relationship with the agency worker commences after the Posting has lasted ten weeks worked, but before the Posting has lasted nineteen weeks worked: compensation to the amount of 15% of the most recently applicable Principal's Rate applicable to the relevant agency worker over a period of six months;
 3. if the employment relationship with the agency worker commences after the Posting has lasted nineteen weeks worked, but before the Posting has lasted twenty-seven weeks worked: compensation to the amount of 10% of the most recently applicable Principal's Rate applicable to the relevant agency worker over a period of six months.
- In this article, 'weeks worked' is taken to mean weeks, in which a week is taken to mean a calendar week starting on Monday at midnight and ending on Sunday at midnight, during which the agency worker has worked at the Client within the framework of the assignment.
- The Client also owes the compensation referred to in this paragraph if the agency worker applies at the Client, directly or through third parties, within three months of the Posting to the Client ending or, if the Client approaches the agency worker, directly or through third parties, within three months of the Posting to the Client ending [irrespective of whether this was based on an assignment for a definite or indefinite period of time] and, as a result thereof, the Client enters into an employment relationship with the relevant agency worker.

- 25.7 If an agency worker is proposed to a possible Client through the intermediary of Wiertz Company and this prospective Client enters into an employment relationship with that agency worker for the same or a different position before the Posting materialises, this prospective Client will owe compensation to the amount of 20% of the Principal's Rate, which would have been applicable to the relevant agency worker over a period of six months if the Posting been implemented. The Client owes this compensation by default if the Client was first introduced to the agency worker through the intermediary of the employment agency. Furthermore, if the agency worker applies to the Client, directly or through third parties, within three months of contact being established or, if the Client approaches the agency worker, directly or via third parties, within three months of contact being established and as a result thereof enters into an employment relationship with the agency worker concerned, the Client owes the compensation as referred to in the first sentence of this paragraph.
- 25.8 If the Client enters into an employment relationship with the agency worker during an assignment that can be terminated prematurely, the Client is entitled to decide not to comply with the notice period agreed under the assignment. In that case, however, the Client is obliged to compensate the damage or loss that the employment agency suffers as a result. This damage is fixed at 30% of the Principal's Rate over the notice period for the relevant assignment that has not been observed. In addition, the Client must pay the compensation referred to in paragraph 7 of this article, if applicable.
- 25.9 If the Client enters into an employment relationship with the agency worker during an assignment that cannot be terminated prematurely, the Client is obliged to pay the agreed Principal's Rate applicable to the relevant agency worker for the remaining duration of the assignment. In addition, the Client must pay the compensation referred to in paragraph 7 of this article, if applicable.
- 25.10 The Principal's Rate, as stated several times in this article, is calculated on the basis of the most recent or usual number of hours or overtime worked pursuant to the assignment and the conditions per period [week, month, etc.], as if the assignment was concluded or not terminated, subject to a minimum of 20 hours per week.

The provisions of Article 17 of the General Provisions also apply to the compensations charged under this article.

Article 26. Confidentiality

- 26.1 The parties respect and mutually undertake to maintain strict confidentiality with regard to activities undertaken by both parties within the framework of the execution of the Agreement, which includes every assignment given and will further keep the Agreement secret, unless and insofar as such information must be disclosed in order to be able to properly execute the Agreement or if they are subject to a legal obligation to disclose.
- 26.2 All Confidential Information that the parties receive within the framework of the execution of the Agreement must be kept secret and is not to be disclosed to third parties.

- 26.3 Wiertz Company, at the request of the [Ultimate] Client, will compel the Employee to exercise secrecy in respect of all that comes to his knowledge or that he becomes aware of in the performance of his duties, unless the Employee is legally obliged to disclose it.
- 26.4 The [Ultimate] Client can directly compel the Employee to observe secrecy. The [Ultimate] Client will inform Wiertz Company of its intention to do so and provide Wiertz Company with a copy of the agreement/statement drawn up for that purpose.
- 26.5 Wiertz Company is not liable for any fine, incremental penalty payment, or any damage or loss incurred by the [Ultimate] Client as a result of the Employee's failure to observe that secrecy.

Article 27. Brokerage of Self-Employed Workers

- 27.1 The provisions of these General Terms and Conditions apply to the brokering of Self-Employed Workers by analogy. In that case, Employee should be taken to mean Self-Employed Worker.
- 27.2 The Client must provide Wiertz Company with all relevant information that is important to it with regard to the proper execution of the Contract for Services.
- 27.3 No [fictitious] employment contract is concluded between Wiertz Company, the Intermediary and/or the Client as referred to in Section 7:610, Section 7:690 or 7:692 of the Dutch Civil Code. The parties involved intend to prevent this at all times and therefore intend to ensure that the Self-Employed Worker carries out work for the Client independently. In the event that a [fictitious] employment contract is nevertheless assumed afterwards, all consequences thereof will be at the expense and risk of the Client. Wiertz Company is fully indemnified by the Client against claims under civil and/or tax law, fines, additional tax assessments or other damage or loss related thereto, unless in the event of an intentional act or an attributable failure on the part of Wiertz Company.
- 27.4 The brokering of a Self-Employed Worker does not commence until after an intermediary agreement has been concluded between Wiertz Company and the Self-Employed Worker and all set formalities have been complied with. The employment of a self-Employed Worker with the [Ultimate] Client ends if the agreement between Wiertz Company and the self-Employed Worker, for whatever reason, ends. Wiertz Company is never obliged to pay any compensation for damage or loss if the work is not performed, or not performed timely or completely. Wiertz Company is never obliged to continue to broker for the Self-Employed Worker with the [Ultimate] Client and therefore reserves the right to terminate or suspend the employment at any time, unless otherwise agreed in writing.
- 27.5 Insofar as Wiertz Company acts as the intermediary for the Self-Employed Worker at the Client, Wiertz Company will ensure that a model contract for services as approved by the Tax Authorities as referred to in the Assessment of Employment Relationships [Deregulation] Act is concluded for this purpose. This will be in the form of an intermediary agreement. The [Ultimate] Client will be given a copy of the model agreement that Wiertz Company concludes with the Self-Employed Worker, immediately on request.
- 27.6 Wiertz Company is responsible for proper compliance with the Employment Relationships [Deregulation] Act and ensures that the Self-Employed Worker meets the obligations associated with entrepreneurship.

Article 28. Applicable law and choice of forum

- 28.1 These general terms and conditions, assignments and/or other agreements are governed by Dutch law.
- 28.2 All disputes arising from or related to a legal relationship between the parties will in the first instance and exclusively be settled by the competent court of the district in which Wiertz Company has its head office.

Article 29. Final provision

29.1 If one or more provisions of these General Terms and Conditions are void or voided, the remaining provisions of the General Terms and Conditions, assignments and/or other agreements remain in full force. The provisions that are legally invalid or that cannot be legally applied will be replaced by provisions that are in keeping with the purport of the provisions to be replaced, as much as possible.