

## JEX GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

Unless otherwise indicated, the following terms have the following meaning:

1. **General Conditions:** these General Terms and Conditions.
2. **We or our:** JEX Nederland B.V., JEX Works B.V. and JEX Backoffice B.V., with their registered address according to their articles of association in (3071 JL) Rotterdam at the address Nassaukade 5, listed in the Commercial Register under numbers 85002976, 85011282 and 76171183.
3. **CLA:** the collective labour agreement applicable to the Temporary Employment Agreement with the Temporary Worker, referred to as the NBBU collective labour agreement.
4. **Services:** all services we provide to you pursuant to an Agreement.
5. **Hirer Fee:** the employment conditions to which a Temporary Worker is at least entitled pursuant to the Temporary Agency Work Directive (Directive (EU) 2008/104/EC), the Waadi, the CLA, any successor regulations and/or any binding other regulations applicable in the relevant situation.
6. **Temporary employment clause:** a stipulation in the Temporary Employment Agreement in temporary workers phases 1 and 2 of the CLA, whereby the Temporary Employment Agreement of the respective Temporary Worker ends by operation of law if you terminate the Posting, provided this is allowed under the CLA.
7. **Quotation:** every verbal or Written offer we make to you.
8. **You:** every natural person or legal entity who/which concluded, concludes or wants to conclude an Agreement with us, including also an Intermediary (insofar as the provisions by nature and purport can be applicable to him/her).
9. **Parties or we:** we and you jointly. Individually also called the **party**.
10. **Intermediary:** the natural person or legal entity who/which concludes an Agreement with us, on the basis of which we (co-) allocate Temporary Workers, employ them and make them available to the Client(s) for carrying out work on a temporary and non-exclusive basis.
11. **Client:** every natural person or legal entity who/which concludes or wants to conclude a (Hirer) Agreement with us.
12. **Client Fee:** the fee payable by the Client to us in connection with a Posting, excluding allowances, reimbursements of costs and VAT. The Client fee is calculated per hour, unless we agree otherwise.
13. **Agreement:** any Agreement with us – including any differentiated Posting –, including amendments/additions and all (legal) acts in preparation and execution of that Agreement by us.  
**Hirer Agreement:** the framework agreement between the Client and us pursuant to which Temporary Workers are made available by us to the Client in order to carry out activities, for payment by the Client.
14. **Order Confirmation:** the confirmation or Agreement with regard to a Flexible Posting, containing specific conditions applicable to that Posting.
15. **Order Agreement:** the confirmation or Agreement with regard to a Structural Posting, containing specific conditions applicable to that Posting.
16. **Posting:** the respective employment of a Temporary Worker by us in the context of an Agreement, to perform work under the direction and supervision of the Client.  
**Flexible Posting:** the Posting of a Temporary Worker with a Temporary Employment Clause and without a fixed or minimum scope of work/remuneration.  
**Structural Posting:** the Posting of a Temporary Worker for a specific period with a fixed or minimum scope of work/remuneration.
17. **In Writing:** made available in writing or digitally, via e-mail or otherwise electronically.
18. **Temporary Worker:** any natural person employed by or through us on the basis of a Temporary Employment Contract and performing work for the Client under the Client's management and supervision.
19. **Temporary Employment Agreement:** the employment agreement of

the Temporary Worker as meant in Section 7:690 of the Dutch Civil Code.

20. **Take-over Hours:** the number of hours worked by the Temporary Worker agreed with the Client and charged by us after which and after payment of which the Client is allowed to take over the Temporary Worker.
21. **Recruitment & Selection:** for the benefit of working for the Client recruiting, selecting and introducing one or more candidates by or via us.

### 2. GENERAL

1. These General Conditions are applicable to all Quotations of and Agreements with us or Services offered/provided by us to you. These General Conditions also apply to further Agreements between the Parties. In case of contradiction, if any, the Dutch version of these General Conditions takes precedence over the English version.
2. With regard to the hiring of Temporary Workers from us, general terms and conditions other than these do not apply.
3. Deviations from the Agreement and/or these General Conditions can only be made in Writing.
4. If one or more provisions in these General Terms and Conditions should at any time prove to be or become wholly or partly inapplicable in any manner whatsoever, the other provisions will remain in full force. Instead of the inapplicable provisions, agreements will apply that are similar in terms of content, scope and intention.
5. If we do not always demand strict compliance with these General Conditions, this will not mean that its provisions are not applicable or that we would lose the right to demand strict compliance with the provisions of these General Conditions in other cases.
6. If in one or more Agreements with you we deviate from these General Conditions, this will not affect any previous or subsequent Agreements between the Parties.
7. You give your consent to us in advance to transfer the Agreement. A transfer of rights under the Agreement or these General Conditions by you to a third party is invalid.
8. We reserve the right to amend these General Conditions. The most up-to-date version of the General Conditions will each time be published on [www.jex.nl](http://www.jex.nl). If you do not agree with one or more amendments, you must make this known to us within one week after you have become aware of it/them, failing which the amendment will have legal effect. If we do not reach agreement with regard to an amendment, you will have the opportunity to terminate the Agreement. The Posting will then only terminate at the moment that the Temporary Employment Agreement has been legally terminated.
9. If agreements between the Parties, for example with regard to the Posting, are incompatible with (changed or amended) legislation and regulations or other government measures, agreements will apply instead that are compatible and which approach as closely as possible the content, the purport and purpose of the agreements made previously.
10. For the performance of the Agreement we can use the services of third parties. You agree to this in advance.

### 3. QUOTATIONS AND FORMATION OF AN AGREEMENT

1. Our Quotations are without obligation and can be revoked by us at any time, even if the Quotation contains an acceptance period. We may also revoke our offer/quotation immediately after acceptance, unless we have already started execution.
2. An offer made by you can only be accepted in Writing by us.

### 4. END OF AGREEMENT

1. Notwithstanding the termination options under the provisions of the Agreement, any Agreement may be terminated with immediate effect by either Party, if:
  - a. the other Party is in default;
  - b. the other Party ceases its business operations, effects an

arrangement with all its creditors, is dissolved and/or is being wound up; or

- c. the bankruptcy of that respective Party has been applied for by or on behalf of the other Party.
2. If we terminate the Agreement(s) on one of the grounds referred to in the first paragraph, your conduct on account of which we proceed to terminate the Agreement(s) shall imply your request to terminate the Posting as of the earliest possible date on which the Temporary Employment Agreement(s) can be validly terminated at the lowest possible cost. This does not give rise to any liability on our part for any loss you may suffer as a result.
3. Termination of the Hirer Agreement by you shall not affect any ongoing Posting(s).
4. Amounts we invoiced the Client for before the termination become immediately due and payable at the moment of termination.

## **5. POSTING**

1. The Posting shall commence on the agreed date or at the time that the Temporary Employee commences his work in connection with the Posting, whichever is earlier.
2. If there is no agreement between the parties on the work schedule and working hours, the Client is not entitled to have work performed on the days/times requested by him.
3. A Flexible Posting may be terminated in writing as of the next day, with due observance of a notice period equal to the notification period we must observe vis-à-vis the Temporary Worker for cancellation of scheduled work, plus two working days.
4. Before the Temporary Worker in question becomes entitled to a fixed/minimum scope of work/remuneration and/or a Temporary Employment Agreement without a Temporary Employment Clause, we shall consult on the continuation of the Posting. If we have not made any further Written agreements about a new Posting or continuation of a Posting, the Flexible Posting shall end by operation of law at the time immediately prior to the time at which the relevant Temporary Worker acquires the right to a fixed/minimum scope of work/remuneration and/or a Temporary Employment Agreement without a Temporary Employment Clause. No later than fourteen days before the last-mentioned moment, you shall inform us (notification) whether a Posting will be continued after that moment.
5. A Posting for a fixed term ends by operation of law after expiry of this term and cannot be terminated prematurely.
6. A Posting for an indefinite term may be terminated In Writing by the end of a month, subject to one month's notice.
7. In the event of an actual continuation of a Posting, or in the event of a new Posting, if no Written agreements have been made regarding the term of the Posting, the Posting shall last at least as long as the Temporary Employment Contract between the Temporary Worker and us continues.
8. Notice of termination must be given in Writing on a working day. Notice of termination received after 17:00 hours shall be deemed to have been given on the next working day.
9. If the Temporary Worker reports that he is unable to perform the work due to incapacity for work, the Client shall without delay submit a request In Writing to us to terminate the Supply.
10. In the event of a Structural Posting for a fixed term, you shall inform us at least six weeks before its ending (notification) whether you wish to continue the Posting, unless we have no obligation to give the Temporary Worker notice (the latter is the case under current law if the Temporary Employment Agreement was concluded for a fixed term of less than six months).
11. A Posting ends by operation of law if we terminate the Temporary Employment Agreement of the relevant Temporary Worker.
12. If we wish to terminate the Temporary Employment Agreement(s) by judicial dissolution or with the consent of the UWV (Employee Insurance Agency) – for example if the Temporary Worker performs inadequately – or if we wish to initiate a process of improvement, you

shall cooperate fully with us in this regard and provide us with as much information as possible in this respect.

13. If a notice or notification period is not observed by you and we do not continue the Temporary Employment Agreement, pass on to you any compensation owed by us to the Temporary Worker on account of non-observance of the notice or notification period.

## **6. WORKING HOURS AND TRAINING**

1. The hours of work, the hours of employment and the rest periods of the Temporary Worker are equal to the times and hours customary at the Client, unless otherwise agreed. The Client guarantees that the hours of employment and the hours of work and of rest of the Temporary Worker comply with the legal requirements. The Client ensures that the Temporary Worker does not exceed the hours of work allowed by law and the employment hours agreed.
2. Holidays and days leave of the Temporary Worker are arranged in accordance with the law and the CLA.
3. If and to the extent that the Temporary Worker requires specific training or (work) instructions for the performance of the Agreement, the hours spent by the Temporary Worker on such training and/or work instructions and any additional costs shall be charged to the Client, respectively as hours worked or costs.

## **7. OBLIGATION TO PROVIDE INFORMATION**

1. You acknowledge that for the proper performance of the Agreement by us we depend on the correct documentation and details supplied in good time by you. Therefore you will timely perform all actions that we reasonably deem necessary for the performance of the Agreement and/or the Posting.
2. In order to enable us to recruit/select Temporary Workers qualified for work, as well as to correctly remunerate and inform the Temporary Workers, you must in any event provide us with, but not limited to, the following information:
  - a. any Skilled Workers Scheme to be applied, pursuant to that CLA;
  - b. job description, the nature of the activities and the job requirements, including the required degree of independence;
  - c. hours of employment (number of hours per time unit to be worked by the Temporary Worker);
  - d. required (professional) qualifications;
  - e. hours of work and rest;
  - f. intended duration of the Posting;
  - g. working conditions;
  - h. potential (job-specific) safety and health risks and how to deal with them (this includes the (job-specific) RI&E and/or health and safety checklist);
  - i. safety requirements;
  - j. quality and hygiene regulations;
  - k. aids necessary to the performance of the function:
  - l. the normal employment hours at the Client's company;
  - m. any mandatory days off, collective holidays and company closures;
  - n. any employment regulations and/or rules of conduct applicable within the Client's company and/or other rules relevant to the Temporary Worker.
3. You will inform us if the information referred to in this article or otherwise requested by us is not known to you or you are unable to provide it for any other reason.
4. You will inform us of the Temporary Worker's employment history if it is relevant for determining the applicable temporary employment phase of the CLA and/or the transition fee. Unless you informed us otherwise prior to the conclusion of the Agreement or the Posting, the (candidate) Temporary Worker shall be deemed not to have any relevant employment history. Except when the provisions of the previous sub-section has been fulfilled or we have agreed upon otherwise in Writing, the consequences associated with such employment history, such as additional costs compared to which there

is no such employment history, are for your account.

5. The Agreement does not have to be carried out by us until after you have complied with the obligations to provide information to us. If the information required for the performance of the Agreement has not been provided to us in good time or if the necessary actions have not been performed in good time, we will be entitled (but not be obliged) to perform those actions (or have them performed) at your expense and risk that are necessary for us to have at our disposal what is needed for the performance of the Agreement as referred to in this Clause. You authorise us unconditionally in advance to implement this Clause within reason.
6. You guarantee the accuracy, completeness, trustworthiness, soundness and legitimacy of the information provided to us by you or on your behalf and you shall indemnify us against and compensate us for all claims and damages resulting from your failure to comply (timely) with the obligation to provide information as referred to in this article.
7. Failure by you to comply with the provisions of this article shall entitle us to dissolve the Agreement with immediate effect (whether in part or in full), without us being liable to pay any damages.

## **8. POSITION AND REMUNERATION**

1. You shall provide us with all information that is or may be necessary and/or relevant for the determination of the Hirer Fee, including at least, but certainly not exclusively, a detailed job description with the associated terms and conditions of employment, as they apply to employees in the service of the (legal) person for whom the work is performed. We will support you by providing a list of elements that may be relevant for determining the Hirer Fee, but we are never responsible for the completeness and/or correctness of the elements listed therein.
2. We determine the Hirer Fee on the basis of the information provided by you to us for determining the Hirer Fee. If the information provided in connection with the Hirer Fee does not or no longer corresponds with reality (for example if the remuneration structure at the company for whose account the Temporary Worker's work is carried out changes), you shall inform us immediately.
3. If at any time it appears that the terms and conditions of employment of the Temporary Worker do not comply with the Hirer Fee, we may amend the terms and conditions of employment of the Temporary Worker, with or without retroactive effect, in such a way that the Hirer Fee is/will still be complied with. We may adjust the Client Fee in such case, if applicable with the same retroactive effect, in proportion to the change in the employment conditions, unless you have complied with the first paragraph.
4. If the Temporary Worker is – unintentionally – designated as a payroll employee, we may retroactively pass on the associated additional costs compared to the temporary situation to the Client. In that case, you shall provide all necessary cooperation to enable us to properly execute and/or terminate the payroll agreement.

## **9. CLIENT FEE**

1. The fee payable by the Client to us is calculated by multiplying the Client Fee agreed with the Client by the hours to be paid by us to the Temporary Worker as wage. The Client Fee is also multiplied by (percentage) allowances and increased by the reimbursement of expenses which the Temporary Worker can claim. VAT is charged on the total fee to be paid to us by the Client.
2. We are entitled to change the Client Fee with immediate effect if the (wage) costs of the Temporary Worker increase as a result of:
  - a. a change in the (primary and secondary) employment conditions applicable to the Client;
  - b. changes in or as a result of legislation and regulations, including changes in or as a result of the social and tax legislation and regulations, the CLA or any mandatory rule;
  - c. a (periodic) wage increase and/or a (one-off) mandatory payment, arising from the CLA or the (primary or secondary) employment conditions applicable to the Client;

- d. an increase in the (expected) costs of the temporary agency work in connection with expenses to be incurred by us and/or provisions to be made by us for (amongst others) training, absence due to sickness, inactivity and/or redundancy of Temporary Workers.

If an adjustment to the Client Fee arises from an initial CLA wage increase with retrospective effect, we will also be entitled to subsequent invoicing.

3. We are entitled to index the Client Fee once every year by the Consumer Price Index all households (2015=100) of the previous year.
4. Every adjustment to the Client Fee will be notified by us to you in Writing as soon as possible.
5. For the Services provided by us, other than the Posting of Temporary Workers, a separate rate will be agreed. The Services we provide to you will be confirmed in the Order Confirmation, in which the rate is also confirmed.

## **10. TIME SHEETS**

1. The time worked by a Temporary Worker shall be recorded. Promptly – within two working days – after the end of a working week, the Client shall check the timesheets submitted to it and, if correct, approve them and forward them to the Temporary Worker or to the person who submitted them to it.
2. Unless otherwise agreed or the usual working method between the parties deviates from this, the working hours are recorded by means of our digital timesheet system.
3. If and insofar as you do not record or approve within good time the hours worked by the Temporary Worker and/or the Temporary Worker disputes your (position with regard to the) timesheets, we may rely on the specification of the Temporary Worker or Intermediary, unless you demonstrate within two working days the correct hours, costs and/or data. Costs, damages and penalties related to incorrect and/or late timesheets, approval or proof of the hours worked are fully for your account and risk.
4. If the Temporary Worker reports sick prior to or during the actual working hours, or if the Temporary Worker does not appear at work or leaves work during the actual working hours, you must report this to us immediately.

## **11. PAYMENT**

1. Unless otherwise agreed in Writing, our invoices will be paid by the Client within 30 days after the invoice date.
2. In case a credit assessment shows that you are insufficiently creditworthy for our (future or current) claims against you under the Agreement, we may terminate the Agreement or apply reduced payment terms. You agree to this in advance.
3. Objections to our invoices must be notified in Writing within seven days after the invoice has been sent, failing which the correctness of the invoice and the indebtedness of the claim will be an established fact.
4. You are not entitled to suspend payment and offset the amount. We may (also) offset any of our claims on you against any of your claims on another entity belonging to our group and any entity belonging to our group may suspend fulfilment with regard to you if you fail to fulfil.
5. Any payment to us will first be deducted from the first invoice amount payable or to become due.
6. If there is reason to do so, we are entitled – contrary to the agreed payment arrangement – to demand payment in advance or that security is provided for the Client's payment obligations. The client must comply with this at our first request.

## **12. (SPECIAL) MINIMUM PAYMENT OBLIGATIONS**

1. In the case of Flexible Posting if the working hours have not been clearly laid down and the Temporary Worker is not given the opportunity to perform the agreed work, or only given less than three (consecutive) hours for it per call-out, the Client will owe to us the Client Fee per call for at least three hours.

2. If the Temporary Employee works on the basis of an on-call employment agreement (usually in the event of a Flexible Posting) and the Client fully or partially withdraws the call to perform work or changes the times within four days prior to the commencement of the time of the work, the Client shall owe at least the Client Fee as if the work had been performed in accordance with the call.
3. The Client Fee shall be calculated over all time during which the Temporary Worker actually performed work. If a fixed or minimum scope of work (e.g. in the Assignment Confirmation or Assignment Agreement) has been determined between the Parties (e.g. in the case of Structural Posting), the Client Rate shall be calculated at least on that scope of work.
4. If we are required to grant the income guarantee under the CLA to the Temporary Worker, we may pass on the income guarantee in full to the Client at the Client Fee, regardless of the contract duration, duration of work, scope of work and whether or not the Temporary Worker has worked.

### **13. BUSINESS CLOSURES, (MANDATORY) DAYS OFF AND “UNWORKABLE WEATHER REGULATION”**

1. You must inform us when entering into the Agreement or immediately thereafter about any (temporary) business closures, (collective) (mandatory) days off and (special) public holidays at the Client during the term of the Agreement, so that we can take these circumstances into account when entering into a Temporary Employment Agreement. If an intention to establish a (temporary) business closure, (collective) (mandatory) day off and/or (special) public holiday becomes known after entering into the Agreement, you must inform us immediately of this. If the Client fails to inform us within good time, it will owe the Client Fee in full for the duration of the business closure.
2. If the Client can invoke the 'Unworkable Weather Regulation' laid down by the government, the Client will be obliged to inform us in Writing in good time of this and to provide us with all relevant information so that we can also consider applying this regulation to the Temporary Worker. In that case, the arrangement set out in Article 22a of the CLA will apply between the parties.

### **14. ALLOCATION AND EXCLUSIVITY**

1. We bring supply and demand in the labour market together (allocation) and to this end employ our own staff that actively matches Temporary Workers and Clients. The Temporary Worker is recruited and selected by us on the basis of his capacities and expertise on the one hand and on the job requirements submitted by the Client on the other hand. In allocation and Recruitment & Selection, we may be assisted in the actual contact by a third party: the Intermediary.
2. Requirements that are not relevant to the function that (may) lead to (in)direct discrimination, including those related to race, religion, gender and/or disability, cannot be stipulated by the Client. In any case, we will reject these requirements, unless they are made in the context of a target group policy that is permitted by law, to promote equal employment participation.
3. The Temporary Worker is not exclusively made available to the Client. During the term of the Agreement we are entitled to replace the Temporary Worker by a comparable Temporary Worker. In this context, we can always post the Temporary Worker(s) elsewhere as well, without being liable to you for any compensation or damages.

### **15. RELATIONSHIP BETWEEN US AND THE INTERMEDIARY**

1. An Agreement may be formed by mediation of an Intermediary. In such a case, the Intermediary ensures that cancellations, complaints and all other notifications for the performance of the Agreement are sent to our address.
2. The Intermediary has an intermediary role. He mediates with us in the formation of Agreements, including negotiating with us the terms of employment/deployment of Temporary Workers.
3. The Intermediary is involved in the actual performance of the

Agreements and various Postings. Together with the Intermediary we are the point of contact for the Client and the Temporary Workers in the execution of the Postings. However, Intermediaries cannot conclude, amend or extend Agreements with the Client on our behalf. They cannot bind us without our written consent.

### **16. GOOD EMPLOYERSHIP**

1. The Client will conduct itself towards the Temporary Worker as a good employer – also in exercising the management and supervision of the Temporary Worker.
2. The Client shall not make a distinction between Temporary Workers and its own employees, unless allowed by law and no negative consequences are attached to this for us. The Client acknowledges that Temporary Workers have the same rights as employees under an employment contract with the Client, or as these employees would have. The Client declares it is aware of the provisions set out in the Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*: 'Waadi'), in particular Sections 8, 8b, 10 and 12a, and declares that it will act accordingly. In that context, the Client will, for example (so not exclusively) ensure that:
  - a. Temporary Workers have the same access to the company facilities or services in their company - in particular canteens, childcare and transport facilities - as the employees employed by its company working in equal or equivalent functions;
  - b. vacancies that arise within its company are notified in a timely and clear manner to the Temporary Workers, so that they have the same opportunities of an employment agreement as the Client's own employees;
  - c. it will not give orders to us or the Temporary Worker that would violate Section 10 Waadi. Temporary Workers will not be posted in a company or a division of the company where there is a work strike, lock-out or a sit-down strike. The Client will inform us in full and in good time about the intention, commencement, continuation and termination of collective (employee) actions, such as the situations referred to above.
3. Without our Written permission the Client is not allowed to make a Temporary Worker available to a third party for carrying out work under the supervision or management of this third party (Temporary Worker's onward posting '*doorlenen*'). The Client will also not allow the Temporary Worker to work outside Dutch territory without our Written permission.
4. The provisions of this Clause apply fully to any obligations of the Client under legislation and regulations, such as under the Dutch Works Councils Act (*Wet op de ondernemingsraden*), the Dutch Whistleblowers Act (*Klokkenluiderswet*) and legislation and regulations regarding equal treatment/non-discrimination.

### **17. WORKING CONDITIONS**

1. The Client is responsible towards the Temporary Worker and us for the fulfilment of the obligations in the area of safety in the workplace and good working conditions in general arising from Section 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act (*Arbeidsomstandighedenwet*) and associated legislation and regulations. If the nature of the work and/or the circumstances under which it is performed (reasonably) require this, the Client will provide the Temporary Worker free of charge with personal protective equipment or will reimburse the Temporary Worker for it. If this is taken care of by us, we will be entitled to charge the Client for the associated costs. Any costs for medical examinations of the Temporary Worker will be at the expense of the Client.
2. The Client will provide the Temporary Worker and us in good time, in any case one working day before the commencement of the work, with information in Writing about the desired/required (professional) qualifications and the specific (safety) characteristics and risks of the job to be filled. The Client will actively and, if necessary, repeatedly inform the Temporary Worker about the Risk Assessment and



Evaluation ('RI&E') used in its company.

3. If the Temporary Worker suffers an industrial accident or an occupational disease, the Client will immediately notify this to the authorities prescribed by legislation and regulations and immediately prepare a Written report (or have a Written report drawn up) of the event and the notification. In the report, the facts of the accident are to be recorded in such a way that it can be deduced from this to what extent measures were taken to prevent the accident or the occupational disease. The Client must inform us as soon as possible about the industrial accident or the occupational disease and submit a copy of the report.
4. The Client shall take out adequate insurance against liability in respect of the provisions of this article. At our request, the Client shall provide us with proof of insurance promptly.

## **18. IDENTIFICATION AND PRIVACY**

1. Upon commencement of the Posting the Client will determine the identity of the Temporary Worker on the basis of the original identity document. It is not allowed to process a copy of the identity document of the Temporary Worker, except if there is a legal ground for this. At the commencement of the Posting, the Client will check the Temporary Worker's identity document for authenticity and validity. The Client will also comply with the administration and retention obligations resting on it for this reason. We are not liable for damage suffered by the Client due to the failure of the Client to identify the Temporary Worker.
2. The Client to whom a foreign national within the meaning of the Dutch Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen: Wav*) is made available, declares it is familiar with Section 15 of the Wav, which means, among other things, that at the commencement of the work by a foreign national the Client must receive a copy of the document as referred to in Section 1 of the Dutch Identification Act (*Wet op de identificatieplicht*) from the foreign national. The client is responsible for a careful check of that document and on the basis of this determines the identity of the foreign national and includes a copy of the document in its administration. We are not liable for any fines imposed on the Client in connection with the Wav.
3. We treat all personal data, including those on Temporary Workers, confidentially and process them in accordance with the General Data Protection Regulation (GDPR). The agreements that apply in this respect are set out in the Data Exchange Terms and Conditions, which can be accessed at <https://www.jex.nl/data-exchange-terms>. You have saved a copy of these and agree to their contents.
4. If we process personal data for you within the meaning of the GDPR, we will do so in accordance with the Data Processing Terms and Conditions, which can be viewed at <https://www.jex.nl/data-processing-terms>. You have saved a copy of these and agree to their contents.
5. You will only provide or request personal data if and insofar as you are entitled under the GDPR to process them.
6. You indemnify us against all claims from candidates, Temporary Workers and third parties in connection with a violation by you of the GDPR or non-compliance with the provisions of this Clause and you must reimburse the related costs incurred by us.

## **19. OBLIGATIONS AND LIABILITY**

1. In view of the fact that the powers and obligations in connection with the management and supervision are actually exercised by the Client or rest on the Client, the Client will indemnify us against and compensate us with regard to all claims by Temporary Workers and third parties in connection with the (alleged) damage suffered during or in connection with the performance of the work for the Client, such as claims pursuant to Sections 7:658, 7:611, 6:107, 6:108, 6:162 and 6:170 of the Dutch Civil Code. The term damage also means the costs, including the actual costs of legal assistance. During the Agreement the Client is liable for the damage that we, the Temporary Worker and/or third parties suffered by the actions and/or omissions of the Temporary Worker.

2. You are obliged to take out sufficient insurance to cover the damage and liabilities in connection with the Agreement.
3. We will never be liable for damage caused by us relying on (incorrect) data, files, aids and information provided by you or on your behalf.
4. We will never be liable for your lost profits, lost income, lost turnover, missed savings and damage suffered due to business and other stagnation.
5. Since the powers and obligations in connection with the provision of management and supervision are actually exercised by or incumbent on the Client, the Client shall be liable for any damage sustained by the Client, the Temporary Worker, third parties and/or us during or in connection with the performance of the work for the Client, such as claims pursuant to Sections 7:658, 7:611, 6:107, 6:108, 6:162 and/or 6:170 of the Dutch Civil Code. Damage shall also include costs, including the actual costs of legal assistance.
6. Limitations of our liability do not apply in the event of our intention or conscious recklessness and/or that of our employees.
7. A claim on us will lapse twelve months after it arose, or twelve months after you have become aware of the actual grounds of the claim or should reasonably have been aware of this ground.

## **20. TAKE-OVER OF TEMPORARY WORKERS**

1. In this Clause "entering into an employment relationship with a Temporary Worker" means:
  - a. entering into an employment agreement, a contract for work or a contract for services with the Temporary Worker;
  - b. hiring the respective Temporary Worker from a third party (for example another temporary employment agency).
2. For the purposes of this Clause, Temporary Worker shall also mean a person who has been introduced to the Client as a candidate Temporary Worker (for Posting to the Client).
3. The Client shall not enter into an employment relationship with the Temporary Worker (i) for as long as the Posting has not terminated in a legally valid manner or in accordance with the provisions of the Agreement and these General Terms and Conditions and/or (ii) for as long as the Temporary Worker has not been working for the Client by us for at least the Takeover Hours and the Client Fee in that respect has not been paid in full.
4. The Client will inform us in Writing of the intention to enter into an employment relationship with the Temporary Worker, before this is carried out.
5. In the event of non-compliance with the previous paragraphs, the Client shall owe us an immediately due and payable amount equal to 35% of the Client Fee per hour times the Takeover Hours not yet worked by the Temporary Worker.
6. If there is still no agreement on the Client Rate and/or the Takeover Hours, the most recent Client Rate and/or Takeover Hours proposed to the Client will be used and, in the absence thereof, a rate in line with the market and/or a takeover regulation customary in the industry will be applied.
7. The fee referred to in the previous paragraph shall also be due if a Posting ended before the Takeover Hours were reached and an employment relationship is entered into within twelve months of the end of that Posting.
8. If the Client enters into an employment relationship with a candidate proposed within the framework of Recruitment & Selection but rejected by the Client within one year of the proposal, the Client shall owe us a payment of 35% of the candidate's most recent gross annual salary proposed to the Client, including emoluments. If no agreement has yet been reached about the annual salary, the most recent annual salary proposed to the Client shall apply and, in the absence thereof, a competitive annual salary. An absolute minimum fee of € 10,000 always applies.
9. The (legal) entities and persons affiliated to the Client as referred to in Sections 2:24a and 2:24b of the Dutch Civil Code shall be regarded as the Client. The Client guarantees that the companies belonging to its

group and its affiliated (legal) persons and companies will comply with this Clause.

## **21. CONFIDENTIAL INFORMATION**

1. The Parties will not disclose confidential information about each other or make light or unauthorised use thereof without the other's prior written consent. Confidential information includes (so not exclusively) data considered as or that can reasonably be considered as confidential, or that relate to personal data within the meaning of the GDPR.
2. The obligation to observe secrecy does not apply insofar as the provision or disclosure of information is necessary in order to be able to properly perform the Agreement and/or insofar as disclosure is required or permitted by law or pursuant to a court decision. Provision or disclosure must always take place in the manner that is least far-reaching or least burdensome for the other Party.
3. We are not liable for fines, penalty payments or any damage suffered by the Client in any other way due to violation of an obligation to observe secrecy that would rest on a Temporary Worker.

## **22. CONSEQUENCES OF FORCE MAJEURE**

If a force majeure situation has lasted for two months or if it is established that a force majeure situation on our side or on your side will last longer than two months, we will be entitled to terminate the Agreement prematurely without observing any notice period and without being liable to you for compensation. Even after such termination of the Agreement, the Client will be obliged to pay the fees it owes us, which relate to the period before the force majeure situation.

## **23. APPLICABLE LAW AND FORUM AGREED UPON**

1. The legal relationship between us and you is at all times governed by Dutch law.
2. Any disputes arising from or related to a legal relationship between you and us will in the first instance be settled exclusively by the District Court of Rotterdam, unless mandatory legal provisions dictate otherwise. Nevertheless we will at all times be entitled to submit the dispute to another court having jurisdiction according to the law.