

## JEX GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

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

- General Conditions:** these General Terms and Conditions.
- We or our:** JEX Nederland B.V., JEX Works B.V., JEX Backoffice B.V., JEX Backoffice B.V. II and JEX Freelance B.V., having its registered office in Rotterdam (3071 JL), Nassaukade 5, registered in the Dutch Commercial Register under the numbers 85002976, 85011282, 76171183, 93640412 and 92051391.
- CLA:** the collective labour agreement applicable to the Temporary Employment Agreement with the Temporary Worker, referred to as the NBBU collective labour agreement.
- Services:** all services provided by us on the basis of an Agreement.
- Hirer Remuneration:** 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 and/or the CLA.
- Temporary Employment Clause:** a stipulation that terminates the Temporary Employment Agreement if you terminate the Posting.
- Quotation:** every verbal or Written offer we make to you.
- You:** any party who concludes or wants to conclude an Agreement with us, including also an Intermediary (insofar as the provisions by nature and purport can be applicable).
- Parties or we both:** we and you jointly. Individually also called the party.
- Intermediary:** the party who 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.
- Client:** any party who concludes or wants to conclude a (Hirer) Agreement with us.
- Client Fee:** the hourly fee payable by the Client to us, excluding allowances, reimbursements of costs and VAT.
- Agreement:** any Agreement with us, including amendments/additions and all implementing (legal) acts.  
**Hirer Agreement:** the framework agreement pursuant to which Temporary Workers are made available to the Client.
- Order Confirmation:** the confirmation or Agreement with regard to a Flexible Posting, containing specific terms applicable to that Posting.
- Order Agreement:** the Agreement with regard to a Structural Posting, containing specific terms applicable to that Posting.
- Posting:** the employment of a Temporary Worker to perform work under the direction and supervision of the Client on the basis of an Agreement.  
**Flexible Posting:** the Posting of a Temporary Worker (with or without a Temporary Employment Clause) without a fixed scope of work or for a period of three months or less.  
**Structural Posting:** the Posting of a Temporary Worker for a period of more than three months with a fixed scope of work.
- In Writing:** in written form or electronically via email or otherwise.
- Temporary Worker:** any natural person employed by or through us based on a Temporary Employment Agreement.
- Temporary Employment Agreement:** the employment agreement as meant in Section 7:690 of the Dutch Civil Code.
- Take-over Hours:** the number of hours worked by the Temporary Worker and charged by us, after which the Client is allowed to take over the Temporary Worker.
- Recruitment & Selection:** the process recruiting, selecting and introducing candidates for employment by the Client.

### 2. GENERAL

- These General Conditions apply to all Quotations and Agreements with us. In case of contradiction, if any, the Dutch version of these General Conditions takes precedence over the English version.

- Any general terms and conditions differing from these shall not apply.
- No variation to the General Conditions shall be valid unless In Writing.
- If any provision of these General Conditions is found to be inapplicable, the remaining provisions shall remain in force.
- If we do not always demand strict compliance with these General Conditions, this will not mean that its provisions are not applicable. In other cases, we reserve the right to require strict compliance.
- If in one or more Agreements with you we deviate from these General Conditions, this will not affect any previous or subsequent Agreements.
- You give your consent to us in advance to transfer the Agreement. You may not assign your rights under the Agreement or these General Conditions to any third party.
- 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 will notify us within one week after you have become aware of it/them. If no agreement is reached on a change, either party has the right to terminate the Agreement. The Posting will only terminate when the Temporary Employment Agreement has been legally terminated.
- 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.
- For the performance of the Agreement we can use the services of third parties.

### 3. QUOTATIONS AND FORMATION OF AN AGREEMENT

- Our Quotations are without obligation and can be revoked by us at any time, even if the Quotation contains an acceptance period. We reserve the right to immediately revoke a Quotation even after acceptance, unless we have already started execution.
- An offer made by you can only be accepted in Writing by us.

### 4. END OF AGREEMENT

- Notwithstanding the termination options under the provisions of the Agreement, any Agreement may be terminated with immediate effect by either party, if:
  - the other party is in default;
  - the other party ceases its business operations, effects an arrangement with all its creditors, is dissolved and/or is being wound up; or
  - the bankruptcy of that respective party has been applied for by or on behalf of the other party.
- If we terminate the Agreement for the reasons set out in the first paragraph, your conduct on which we base the termination will be deemed to be a request by you to terminate the Posting at the earliest possible date on which the Temporary Employment Agreement(s) can be validly terminated at the lowest possible cost. This does not imply that we are liable for any damages you may suffer as a result.
- Termination (including dissolution) of the Hirer Agreement by you shall not affect any ongoing Posting(s) and shall only apply to Services not (yet) rendered.
- Any amounts that we have invoiced you prior to termination will become immediately due and payable upon termination.

### 5. POSTING

- The Posting shall commence on the agreed date or, if earlier, as soon as the Temporary Worker commences work.
- If there is no agreement on the work schedule and working hours, the Client is not entitled to have work performed on the days/times requested by him.
- A Flexible Posting may be terminated in Writing at any time during the first 26 weeks worked. After 26 weeks worked, the Flexible Posting can be terminated in Writing with a notice period of ten days.

4. Before the Temporary Worker becomes entitled to a fixed or minimum scope of work, we will consult on the continuation of the Posting. If no new written agreements are made, the Flexible Posting will automatically end on the day before the Temporary Worker becomes entitled to a fixed or minimum scope of work. No later than fourteen days before that date, both parties will state in Writing whether the Posting will continue.
  5. A Structural Posting for a fixed term ends automatically upon the expiration of that term and cannot be terminated prematurely. A Structural Posting for an indefinite term can be terminated in Writing by the end of a month, subject to one month's notice.
  6. In the event of (actual) continuation of a Posting, if no Written agreements have been made regarding the duration, the Posting shall last at least as long as the Temporary Employment Agreement between the Temporary Worker and us continues.
  7. 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.
  8. 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.
  9. A Posting ends by operation of law if we terminate the Temporary Employment Agreement of the relevant Temporary Worker.
  10. If we wish to terminate the Temporary Employment Agreement(s) by judicial dissolution or with the consent of the UWV (Employee Insurance Agency), or if we wish to initiate a process of improvement, you shall cooperate fully with us and provide us with all relevant information.
  11. If a notice period is not observed by you and we do not continue the Temporary Employment Agreement, we may pass on to you any compensation due to the Temporary Worker.
- 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. mandatory days off, collective holidays and company closures;
    - n. employment regulations, rules of conduct and other rules within the Client's company.
  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 must inform us of the employment history of the Temporary Worker with you, insofar as:
    - a. It is relevant for determining the applicable temporary employment phase of the CLA;
    - b. It is relevant for determining 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. If it subsequently transpires that there is a relevant employment history, the consequences of this, such as additional costs, shall be at your expense and risk.
  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 necessary information is not provided to us in time or the necessary steps are not taken in time, we shall have the right (but not the obligation) to take the necessary steps at your expense to obtain the necessary information.
  6. You guarantee the accuracy, completeness, trustworthiness, soundness and legitimacy of the information provided to us by you or on your behalf. You indemnify us against all claims and damages arising from your failure to comply with the obligation to provide information or from your failure to provide such information in a timely, complete or accurate manner.
  7. Failure by you to comply with the provisions of this Clause shall entitle us to dissolve the Agreement with immediate effect (whether in part or in full), without us being liable to pay any damages.

## 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 permitted hours of work and the agreed scope of work.
2. Holidays and days leave of the Temporary Worker are arranged in accordance with the law and the CLA.
3. If the Temporary Worker requires specific training or work instructions in order to perform the Agreement, the hours spent on such training and/or instructions, as well as any additional costs, shall be charged to the Client as working hours and 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. To enable us to recruit and select Temporary Workers, as well as to correctly remunerate and inform the Temporary Workers, you must provide us with at least the following information:
    - a. any Skilled Workers Scheme to be applied;
    - 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
3. If at any time it appears that the terms and conditions of employment of the Temporary Worker do not comply with the Hirer Remuneration, 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 Remuneration is/will still be complied with. In this case, we may adjust the Client Fee, if necessary with retroactive effect, in proportion to the change in employment conditions.
  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 Hirer Remuneration (see Clause 8);
  - b. changes in or as a result of legislation and regulations, insofar as these are binding;
  - 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 fee will be agreed. The Services we provide to you will be confirmed in the Order Confirmation, in which the fee 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 will report this to us.

**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 to make current or future payments under the Agreement, we may terminate the Agreement or apply reduced payment terms.
3. Objections to our invoices must be notified in Writing within seven days after the invoice has been sent. Failure to do so shall be deemed acceptance of the invoice and the debt.
4. You have no right of suspension or set-off. We may set off our claim against you against a claim you have against another company in our group. Any entity within our group may suspend performance to you if

you fail to perform your obligations.

5. If you are overdue for payment and interest and/or extrajudicial costs are incurred, any payment made by you will first be deducted from these costs and then from the first invoice amount due. If we hand over a claim for debt collection, you can only pay to the collection agency in full discharge of your debt.
6. If there is reason to do so, we are entitled to demand payment in advance or security for payment obligations.

**12. 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 Worker works on the basis of an on-call employment agreement and/or an agreement involving wholly or largely unpredictable working hours (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 Fee 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. 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. Our anti-discrimination policy applies to all of our Services and is available at [www.jex.nl/antidiscriminatie](http://www.jex.nl/antidiscriminatie).

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. We will always notify you in advance.

#### 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, by cooperating with us in negotiating the terms of the Posting.
3. The Intermediary is also involved in the actual performance of the Agreements and the 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 on our behalf without our consent in Writing and cannot bind us without such consent.

#### 16. GOOD EMPLOYERSHIP

1. The Client will conduct itself towards the Temporary Worker as a good employer, including in exercising management and supervision.
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. Temporary Workers have the same rights as employees employed by the Client. The Client acknowledges this and acts in accordance with the Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*: 'Waadi'), in particular Sections 8, 8b, 10 and 12a. This includes, among other things that:
  - a. Temporary Workers have the same access to company facilities or services, such as canteens, childcare and transport facilities, as the Client's own employees in similar positions;
  - b. Temporary Workers are given clear and timely notice of vacancies within the company so that they have the same employment opportunities as the Client's own employees;
  - c. assignments to us or to the Temporary Worker will not result in a breach of Section 10 Waadi. The Temporary Workers will not be placed in a company or part of a company where there is a strike, lockout or occupation. The Client shall inform us fully and in good time of any such strike, lockout or occupation.
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 permission in Writing.
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 (*Klokkenuidingswet*) and legislation and regulations regarding equal treatment/non-discrimination.

#### 17. WORKING CONDITIONS

1. The Client is responsible for compliance with the obligations relating to safety and working conditions as set out in 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 or the circumstances so require, the Client will provide the Temporary Worker free of charge with personal protective equipment or will reimburse the Temporary

Worker for it. If we provide such equipment, we will charge the cost to the Client. Any costs for medical examinations of the Temporary Worker will be at the expense of the Client.

2. The Client shall inform us and the Temporary Worker in Writing and in good time, at the latest one working day before the start of the work, about the required (professional) qualifications and the specific (safety) features and risks of the workplace. The Client will actively and, if necessary, repeatedly inform the Temporary Worker about the Risk Inventory and Evaluation (RI&E) used in the company.
3. In the event of an accident at work or occupational disease of the Temporary Worker, the Client shall immediately notify the statutory authorities and draw up a report in Writing. The report must detail the circumstances of the accident or occupational disease, including the measures taken to prevent such incidents. The Client shall notify us of the accident or occupational disease as soon as possible and send us a copy of the report.
4. The Client shall take out adequate insurance against liability in respect of the provisions of this Clause. At our request, the Client shall provide us with proof of insurance.

#### 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*. This means that upon commencement of the work, the Client must receive a copy of the foreign national's identity document, check it carefully and make a copy for its records. We are not liable for any fines imposed on the Client under 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 are available 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 are available 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. 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.
2. We will never be liable for your lost profits, lost income, lost turnover, missed savings and damage suffered due to business and other stagnation.
3. 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. This includes claims pursuant to Sections 7:658, 7:611, 6:107, 6:108, 6:162



and/or 6:170 of the Dutch Civil Code, including the actual costs of legal assistance.

4. Limitations of our liability do not apply in the event of our intention or conscious recklessness and/or that of our staff.
5. 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. Entering into an employment relationship means:
  - a. entering into an employment agreement, a contract for work or a contract for services;
  - b. hiring the respective Temporary Worker from a third party, such as another temporary employment agency.
2. Temporary Worker shall also mean a person who has been introduced to the Client as a candidate Temporary Worker, whether or not for the purpose of a Posting.
3. The Client shall not enter into an employment relationship with the Temporary Worker:
  - a. until the Posting has been validly terminated or in accordance with the Agreement and these General Conditions; and/or
  - b. until the Temporary Worker has been made available by us for at least the Take-over Hours and the Client Fee has 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 above stipulations, the Client shall owe compensation amounting to 35% of the Client Fee per hour multiplied by the Take-over Hours not yet worked by the Temporary Worker.
6. Compensation is also due if a Posting ends before the Take-over Hours are reached and an employment relationship is entered into within twelve months of the end of the Posting.
7. If there is still no agreement on the Client Fee and/or the Take-over Hours, the most recent Client Fee and/or Take-over Hours proposed to the Client will be used and, in the absence thereof, a fee in line with the market and/or a takeover regulation customary in the industry will be applied.
8. If the Client enters into an employment relationship with a rejected Recruitment & Selection candidate within one year of the proposal, the Client shall owe 35% of the proposed candidate's gross annual salary including emoluments. If no agreement is reached, the proposed annual salary or an annual salary in line with the market shall apply. The minimum fee is always €10,000.
9. This Clause also applies to (legal) entities that are deemed to be equivalent to the Client within the meaning of Articles 2:24a and 2:24b of the Dutch Civil Code. The Client guarantees that the companies belonging to its group and its affiliated (legal) entities will comply with this Clause.

## **21. CONFIDENTIAL INFORMATION**

1. The parties will not disclose confidential information about each other without the other's prior written consent. Confidential information includes, but is not limited to, data that is or should reasonably be considered confidential and 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 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. After the termination of the Agreement, you will remain liable to pay the fees for the period prior to the force majeure situation.

## **23. APPLICABLE LAW AND COMPETENT COURT**

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.