



GENERAL CONDITIONS

Version 2024.1



VNOM GENERAL CONDITIONS

I. GENERAL AND AGENCY PROVISIONS

Article 1: Applicability

These general conditions are applicable to all offers, assignments and agreements of V-NOM Project- & Interimmanagement B.V. Hereinafter referred to as: VNOM insofar as all the foregoing relates to the provision of manpower to clients as described in article 7:690 Dutch Civil Code (DCC), placement of contractors (self-employed persons), as well as all agreements to supply recruitment and selection services.

- These general conditions form an inextricable part of the assignment between VNOM and the client.
- Provisions and agreements which are at variance with these general conditions are only valid if and insofar as VNOM has confirmed the variance in writing.
- The possible inapplicability of a provision (or part thereof) of these general conditions shall not affect the applicability of the other provisions.
- If VNOM has already provided these general conditions several times there exists a consistent working relationship. In that case, VNOM does not have to provide the general conditions again each time to have them apply to these subsequent agreements. Client with whom a contract has once been concluded under the present general conditions, is deemed to have tacitly agreed with the applicability of these conditions to any subsequent agreement concluded with VNOM.
- These general conditions may be amended or supplemented at any time. Amended general conditions shall then also apply to already concluded temporary employment agreements, with due observance of a period of one month after written notification of the amendment.
- The applicability of general conditions of whatever nature on the part of the client are expressly dismissed, even if the client expressly declares its general conditions applicable to the assignment.
- Annulment or nullity of one or more provisions of these general conditions shall not affect the validity of the remaining provisions of these general conditions. If one or more provisions of these general conditions are annulled or declared null and void, the situation to which the provision in question

related shall not be interpreted literally, but shall be interpreted in accordance with the purport of the provision annulled or declared null and void.

Article 2: Definitions

The following definitions apply in these general conditions:

- a) **VNOM**: V-NOM Project- & Interimmanagement B.V., registered at the Dutch Chamber of Commerce under number 24455296. In the context of the performance of its profession or business, VNOM makes an employee or employees available to one or more third parties pursuant to an assignment provided by said third parties and under the guidance and supervision of those third parties.
- b) **CAO for Agency Workers**: the collective labour agreement for agency workers, concluded between the Algemene Bond Uitzendondernemingen (ABU), FNV Bondgenoten, CNV Dienstverband and De Unie.
- c) **Agency worker**: the employee referred to in Section 7:690 of the Dutch Civil Code et seq.
- d) **Contractor**: the self-employed worker (contractor/self-employed person), who shall be placed with a client by VNOM to carry out the activities of the client at the client's autonomously and at his/her own discretion.
- e) **Candidate**: the person who, based on an assignment for recruitment and selection by VNOM, is recruited and proposed to the client for the purpose of entering into a direct employment with the client.
- f) **Temporary employment contract**: the employment contract between the employment agency and the agency worker as referred to in Section 7:690 DCC, in connection with which the agency worker is made available to the client(s) by VNOM in the context of the profession or business of that employment agency to perform work under the supervision and management of the client in accordance with the assignment(s) granted to VNOM.
- g) **Client**: the third party that uses the services of VNOM.
- h) **Assignment**: the agreement between VNOM and client based on which (for one or more times) a single agency worker is made available to the client by VNOM, or pursuant to which a single contractor is placed with the client, or based on which VNOM



performs services aimed at recruitment and selection for the purpose of creating an employment relationship, of whatsoever type, between the candidate and the client. An agreement which falls under the scope of Payrolling pursuant to Section 7:692 DCC shall never be created.

i) **Client rate:** the rate which VNOM charges the client per hour or per assignment as agreed and if necessary subsequently amended in accordance with the assignment and these general terms and conditions.

j) **Parties:** VNOM as referred to in paragraph a) and the client as referred to in paragraph g).

k) **Seconding Company:** the third party from which VNOM hires an employee to subsequently make him/her available to the client. It will be stated explicitly whenever VNOM acts as the Seconding Party.

Article 3: Offers subject to contract

a) All offers by VNOM are subject to contract, unless they contain a term for acceptance. If an offer or proposal constitutes an offer subject to contract and this offer is accepted by the client, VNOM is entitled to retract the offer within 2 working days following receipt of the acceptance.

b) Rates contained in the offers and proposals are based on the information provided by the client in the request. If this information is subsequently amended, then this can affect the rates and/or availability of the agency worker/candidate.

c) Proposals, offers and rates do not apply automatically to new, additional assignments.

Article 4: Duration of the assignment

a) An assignment can be entered into for a fixed period or for an indefinite period and is effected through the written assignment confirmation from VNOM, or by virtue of the fact that VNOM has begun performance of the assignment, or if VNOM has notified the client in any way that it shall begin to perform the assignment.

b) An assignment for a fixed period is entered into:

- either for a set time;
- or for a definable period; that is to say, for a period which ends when an objectively definable event takes place (an event which occurs independently of the will of the parties);

- or for a definable period which does not go beyond a set time.

c) In specifying a definable period, as referred to in paragraph b), more than one event can be described, on the understanding that the occurrence of each separate event brings the assignment to an end.

d) An assignment for an indefinite period is an assignment that is not entered into for a fixed period as referred to in paragraphs b) and c). If the assignment confirmation provides a starting date and an (expected) final date, the assignment expressly qualifies as a fixed-term assignment.

Article 5: Termination of assignment

a) An assignment for an indefinite period can be terminated by either party at any time, unless it has been agreed in writing that termination is temporarily excluded as referred to in paragraph b) below.

b) In an assignment for an indefinite period this right of termination can be excluded for a fixed and/or for a definable period.

c) An assignment for a fixed period cannot be terminated by either party in the interim, unless it has been agreed in writing that interim termination is permitted.

d) In an assignment for a fixed period this right of interim termination can be permitted during a fixed period and/or for a definable period.

e) If termination, interim or otherwise, is possible, it must always be done in writing with due observance of a notice period of at least fourteen calendar days. The onus is on the client to prove that the termination was done in a timely manner. That which is stipulated in paragraph e) is without prejudice to the possibility of an earlier termination of the assignment on the grounds of a (special) trial period, agreed in writing for the assignment, or on the grounds of any other provision contained in the assignment or these general terms and conditions. Termination that conflicts with the contractual agreements between the parties in accordance with the options pursuant to Section 7:408 DCC shall result in the client being in default and liable for performance and/or full compensation for damage.

f) The right of termination, interim or otherwise, can be bound to other time limits and further conditions.



g) Amounts invoiced to the client by VNOM prior to the termination for what has already been performed for the implementation of the assignment remain fully payable by the client and become immediately due and payable at the time of the termination.

h) If, after having been given notice of default regarding this matter, the client does not comply with any obligation arising from the assignment, or does not comply fully or on time with such, VNOM is entitled to suspend its obligations towards the client, without being liable for any compensation towards the client as a result. VNOM is also entitled to take this action in the circumstances referred to under paragraph f) of article 6.

Article 6. End of the assignment

a) The assignment ends by operation of law due to the expiry of the set time or because an objectively definable event occurs, as referred to in article 4 paragraphs b) and c).

b) Each assignment (for a fixed period or for an indefinite period) can be ended by termination, if termination, interim or otherwise, is permitted. This is without prejudice to the client's obligation to perform that which is stipulated in paragraph g).

c) Each assignment ends by operation of law if, and as soon as, the client enters into a direct employment relationship with the agency worker made available for the assignment in accordance with the provisions of article 10 and additionally the client has complied with all its obligations towards VNOM as ensue from the provisions of article 10.

d) Each assignment ends by operation of law at the point in time when VNOM can no longer make the agency worker available to the client because the temporary employment contract between employment agency and agency worker has ended and cannot be immediately continued subsequently. This ending does not however take effect if, in the case referred to above, the replacement by VNOM of the agency worker by another agency worker is allowed pursuant to the assignment and replacement actually takes place within four weeks after the date on which the agency worker could no longer be made available. The assignment is then continued with the other agency worker. In the case referred to above, replacement of the agency worker by another agency worker is equated to the possible return placement of the agency worker previously made available. However, VNOM

remains entitled in both situations previously mentioned in this paragraph to claim full compensation from the client, to include all costs along with the actual costs of legal representation, if the temporary employment contract is ended for a cause attributable to the client, unless the provisions of article 10 applied.

e) If VNOM cannot make the agency worker available to the client during a period of four consecutive weeks and the assignment is not terminated on account of the provisions in paragraph d) above, nor is the agency worker actually replaced by another agency worker within the aforementioned period for the continuation of the assignment with respect to the other agency worker (provided in the aforementioned case the replacement of the agency worker by VNOM is permitted pursuant to the assignment), the client is entitled to immediately terminate the assignment in writing, subject to the following. The client is not entitled to terminate the assignment if VNOM cannot make the agency worker available by reason of a cause attributable to the client. In the latter case, the client remains obliged to pay VNOM the client rate in full for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the assignment and conditions. In addition, VNOM is then entitled to claim full damages from the client including all costs along with the actual costs of legal representation. If the client pursuant to the provisions of paragraph e) above is entitled to terminate and makes use of that entitlement, the assignment ends immediately following receipt of the relevant notice.

f) The assignment ends immediately on account of termination from the point in time when VNOM invokes the termination because i) the client is in default in respect of compliance with any obligation ensuing from the assignment and the conditions attached thereto, or ii) has been declared bankrupt, or iii) suspension of payment is granted to the client, or iv) a warrant of execution is placed on the client, or v) the client is put into receivership or placed under administration, or vi) loses the power of disposition or legal capacity in relation to its own assets or part thereof. The client is obliged at all times to inform the receiver or administrator of the content of the contract and these general terms and conditions. If VNOM makes use of this right to immediate dissolution and termination of the assignment, this is without prejudice to VNOM's



right to claim full damages including all costs along with the actual costs of legal representation from the client. Furthermore, the client's obligation to implement the provisions in paragraph g) below remains unaffected.

g) Termination of the assignment by the client (insofar as permitted) entails a request from the client to VNOM to terminate the provision of the agency worker to the client, as referred to in article 7:691, paragraph 2 DCC and by the date on which the assignment terminates by operation of law. Insofar as necessary, the client is deemed to have requested VNOM's termination of the provision by the date on which the assignment terminated by operation of law. At VNOM's request, the client confirms to VNOM in writing that it has requested the termination of the provision of the agency worker as referred to above and such by the date on which it terminates by operation of law.

h) Termination of the assignment on account of dissolution as referred to in paragraph f) also entails the request by the client for VNOM to terminate the provision of the agency worker to the client, as referred to in Section 7:691 paragraph 2 DCC and such by the date on which the assignment is dissolved by operation of law. Said dissolution is due to the client's conduct/misconduct. Such conduct/misconduct on the part of the client implies the client's request for VNOM to terminate the provision of the agency worker in accordance with the provisions of Section 3:37 paragraph 1 DCC. Insofar as necessary, the client is deemed to have requested VNOM's termination of the provision by the date on which the assignment is dissolved by operation of law. At VNOM's request, the client confirms to VNOM in writing that it has requested the termination of the provision of the agency worker as referred to above and such by the date on which the assignment is dissolved by operation of law.

Article 7: Transition payment

a) In the event that the assignment or the provision ends at the client's request, the provision ends in accordance with article 9, or due to the end of the term of the cooperation agreement, or due to breach of contract on the part of the client, or by infringement of any provision of these general terms and conditions, or by any other cause attributable to the client, the full transition payment of the relevant agency worker who was made available will be charged to this client. The client is obliged to pay to VNOM the full transition payment which VNOM

owes the agency worker up to that moment within 14 days of the invoice date.

b) VNOM shall provide the client with a calculation for this transition payment in support of this invoice.

c) If the provision is terminated at the client's request, the assignment is still in effect and VNOM has replaced the agency worker in question, then the client must pay the transition payment for the replaced agency worker.

Article 8: Force majeure

a) In case of force majeure for VNOM, its obligations under the assignment shall be suspended for such time as the situation of force majeure continues. Force majeure is understood to mean circumstances independent of the will of VNOM, which obstruct fulfilment of the assignment permanently or temporarily and which should not be for its own risk either pursuant to the law or according to the standards of reasonableness and fairness.

b) As soon as a situation of force majeure occurs for VNOM as referred to in paragraph a) of this article, it will notify the client thereof.

c) If the situation of force majeure occurs when the assignment has already been partially performed, the client is obliged to fulfil its obligations to VNOM up to that point in time.

d) Insofar as this is not already included, force majeure is also understood to mean: strikes, factory occupation, blockades, sabotage, embargo, government measures, break-in, war, revolution and/or any similar situation, power failures, disruptions in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as major epidemiological illness or death of personnel.

e) VNOM's obligations shall be suspended for as long as the situation of force majeure continues. However, this suspension shall not apply to obligations unrelated to the force majeure and which had already arisen prior to the occurrence of the situation of force majeure.

f) If the force majeure situation has lasted for three months, or as soon as it is established that the force majeure situation shall last longer than three months, each of the parties is entitled to prematurely terminate the assignment without



observing any notice period. Even after such termination of the assignment, the client is obliged to pay VNOM the fees due for the period prior to the situation of force majeure.

g) During the situation of force majeure, VNOM is not obligated to compensate any damages incurred to or by the client, nor is it thereto obligated after termination of the assignment as referred to in paragraph e) of this article.

Article 9: Cessation of provision

a) The cessation of the assignment means the cessation of the provision of the agency worker. In addition, the provision of the agency worker ceases in the following cases.

b) Each provision ceases immediately after the agency worker has notified Covebo or the client that he does not wish to perform the temporary work, provided the so-called temporary employment clause (as referred to in Section 7:691(2) DCC) was included in VNOM's temporary employment contract with the agency worker and the validity of that clause has not expired. This temporary employment clause means that the temporary employment contract ceases by operation of law because the provision by VNOM of the agency worker to the client comes to an end at the client's request. If the temporary employment contract relating to an agency worker made available contains this temporary employment clause and its validity has not yet expired, VNOM shall notify the client thereof and shall indicate as best it can when the validity of the clause expires. During the validity of this clause, the client requests VNOM to immediately terminate the provision of the agency worker. At VNOM's request, the client confirms in writing to VNOM that it has requested termination of the provision immediately after the agency worker's notification as referred to in the beginning of this paragraph.

c) Furthermore, the provision ceases if and as soon as the client requests in writing that VNOM terminates the availability of the agency worker. If pursuant to the assignment or under these general terms and conditions, replacement of the agency worker by VNOM is permitted and this replacement actually takes place within 4 weeks after that request, the assignment is continued with respect to the other agency worker. At VNOM's request the client confirms in writing that it has requested the termination of the provision of the agency worker to be replaced as referred to above.

d) The possibility of termination of the agency worker made available with possible continuation of the assignment with respect to the replacement agency worker, as referred to in paragraph c), can be attached to a fixed and/or definable period and to further conditions.

e) On termination of the provision of the agency worker, the client shall always have regard to a notice period in accordance with the law and/or CAO (collective labour agreement) for Agency Workers with a minimum notice period of two weeks. The onus is on the client to prove that notice was given in time. The foregoing does not affect the possibility of an earlier termination of the provision on the grounds of a (special) trial period, which was agreed in writing on assignment, or on the grounds of any other provision included in the assignment or these general terms and conditions.

f) VNOM is entitled to accept any request from the client for termination of the provision of the agency worker that does not meet the conditions referred to above in paragraphs c) and d), with the result that the provision is ceased immediately on account of that request. VNOM can attach conditions to this acceptance.

Article 10: Direct employment relationship

a) The client is only entitled to enter into a direct employment relationship with the agency worker who will be or was made available if and insofar as the provisions given below in this article are complied with (see also article 6 paragraph c).

b) The client notifies VNOM in writing of its intention to enter into a direct employment relationship with the agency worker prior to the implementation of that intention. In this context, the client asks VNOM on what date the agency worker can legally terminate the temporary employment contract with VNOM.

c) The client ensures and guarantees that the agency worker legally terminates or has terminated the temporary employment contract with VNOM on the date that the client enters into a direct employment relationship with the agency worker, without prejudice to the client's other obligations as referred to in this article. The client shall not enter into a direct employment relationship with the agency worker if and for as long as the agency worker cannot legally end the temporary employment contract or has not legally terminated it.



d) If, in accordance with the provisions of paragraphs a) to c) above, the client wishes to enter into a direct employment relationship with the agency worker made available under that assignment and does indeed enter into such a contract, the client owes VNOM a fee in the amount of 40% of the most recently applicable client rate for the agency worker concerned and for the following period or hours:

- In case of an assignment for a fixed period that is not terminable in the interim: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the time that the assignment between VNOM and the client would have ended due to the expiry of the fixed period or the occurrence of an objectively determinable event.
- In case of an assignment for a fixed period that is terminable in the interim: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between VNOM and the client could have been terminated, with a minimum of 2,000 hours worked. The period ends in any event however on the date that the assignment would have ended due to the expiry of the fixed period or the occurrence of an objectively definable event.
- In case of an assignment for an indefinite period that is not terminable at that time: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between VNOM and the client could have been terminated, with a minimum of 2,000 hours worked.
- In case of an assignment for an indefinite period that is terminable in the interim at that time: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between VNOM and the client could have been terminated, with a minimum of 2,000 hours worked.
- For the implementation of the above provisions, the following applies. An assignment for a fixed period also includes an assignment for a definable period, see article 4 paragraph b). If, in the case of an assignment for a definable period of time, VNOM can only be informed by the client about the occurrence of the objectively definable event and

the client fails to do so, the remaining duration of that assignment will be fixed at one year. If it is nevertheless likely that the remaining period would last longer than a year, then this longer period shall be taken as the starting point.

e) If the client enters into a direct employment relationship with the agency worker within one year after the termination of the provision of this agency worker and the provision has not lasted for more than 2,000 hours, the client is liable to VNOM for a payment as follows. The payment amounts to 40% of the client rate that applied to the agency worker in question during the assignment, taken over a period of 2,000 hours worked running from the commencement of the direct employment relationship. This provision does not apply if in relation to this direct employment relationship the provisions in paragraph d) had already been applied or ought to have been applied, unless the terminated provision related to an assignment entered into for a fixed or definable period of not more than six months.

f) If – as the result of mediation by VNOM – an agency worker is proposed to a (potential) client or comes into contact with the potential client and the potential client enters into a direct employment relationship with the agency worker before the contract is concluded enters into an employment relationship with the agency worker within one year of the mediation by VNOM, the client must inform VNOM about this in writing without delay. The client or possible client, as the case may be, is then liable to VNOM for a payment as follows. The payment amounts to 40% of the client rate that would have been applicable to the agency worker in question having regard to the role to be fulfilled, the working hours and suchlike if the assignment had been effected, for 2,000 hours worked running from the commencement of the direct employment relationship or the client shall forfeit to VNOM an immediately due and payable penalty which is not subject to judicial mitigation of €5,000 per infringement, together with a penalty of €500 for each day that the infringement continues. After the notification, the parties shall consult in order to discuss the client's wishes. In the case of VNOM's permission, the client must in any event pay VNOM an amount to be further determined.

g) The client rate, as mentioned several times in this article, is calculated on the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the



assignment and conditions, as though the assignment were not terminated.

h) For the purposes of this article, the commencement of a direct employment relationship is also understood to include the situation in which the agency worker made available was placed in work at the client through the intervention of one or more third parties.

Furthermore, not only does the employment relationship include the employment contract pursuant to Section 7:610 DCC, but any working relationship, all in the broadest sense of the word.

i) The payment, as mentioned several times in this article, is owed to VNOM by the client to compensate for the service provided by VNOM in relation to making available, recruiting and/or training the agency worker.

Article 11: On-call contracts and temporary employment contracts with largely unpredictable hours

In the event that VNOM makes the agency worker available to the client and the temporary employment contract between the agency worker and VNOM can be qualified as an on-call contract pursuant to Article 7:628(a)(9) DCC or a contract pursuant to Article 7:628(b)(1) DCC and Article 7:655(1)(i)(2°), the client must comply with the following:

a) The client must provide VNOM with the days and times, including start and end times, on which the agency worker can be called and be required to perform work (the reference days) before the first provision of the agency worker.

b) The client must provide VNOM with a definitive written schedule which enables VNOM to call the agency worker at least 4 days before commencement of the provision.

c) The client must communicate changes in the number of hours to be worked or changes in the time period for the hours to be worked in writing to VNOM at least 4 days before commencement of the provision to enable VNOM to change the schedule at least 4 days before commencement of the agency worker's provision.

d) The client must communicate a cancelled or withdrawn provision in writing to VNOM at least 4 days in advance of the provision.

e) If the client fails to inform VNOM in writing of a changed provision, a cancelled provision, or a moved provision at least 4 days before the start of this provision, VNOM will directly invoice the obligation to continue to pay the wages vis-à-vis the agency worker for the changed or moved hours, or the complete period of the withdrawn provision related to the failure of the client.

f) If within 4 days of the commencement of the provision, that provision is cancelled completely on account of a client situation as mentioned in article 8 of these general terms and conditions or another situation of force majeure in the broadest sense of the word, the cancelled hours shall be invoiced in full to the client.

Article 12: Temporary employment contracts with largely predictable hours

In the event that VNOM makes the agency worker available to the client and the temporary employment contract between the agency worker and VNOM can be qualified as a contract pursuant to Article 7:655(1)(i)(1°) DCC, the client must comply with the following:

a) Before the first provision of the agency worker or at least 28 days in advance in case of an ongoing provision, the client must provide VNOM with the days and times, including start and end times, on which the agency worker will definitely work. The client is required to schedule the agency worker for these fixed hours for over 50% of the regular daily or weekly working hours in effect at the company, based on which the hours on which the agency worker performs work are largely predictable.

b) If the client fails to communicate the fixed hours in writing (in a timely fashion) or changes, shifts, or revokes the hours within the period stipulated in paragraph (a) of this article, the obligation of VNOM to continue to pay the wages to the agency worker for the hours that were not communicated (in a timely fashion) or the changed and/or shifted hours, or the complete period of the revoked provision, will be invoiced directly to the client.

c) If the client fails to schedule the agency worker for the fixed hours for over 50% of the regular daily or weekly working hours in force at the company, due to which the temporary employment contract between the agency worker and VNOM will qualify as an agreement pursuant to Article 7:628(b)(1) DCC and Article 7:655(1)(i)(2°), the obligation of VNOM to continue to pay wages to the agency



worker will be invoiced directly to the client as set out in Article 11.

Article 13: Mandatory training

If the client required to offer mandatory training to its own staff as set out in Article 7:611(a) DCC and the client intends to also offer this training to the agency worker, the client will inform VNOM immediately. The client must also comply with the following:

a) If the client fails to all costs incurred by the agency worker to attend the training, including but not limited to the training costs (including books and other study materials), the exams, possible resits, travel costs, and the continued payment of wages during the training hours, will be borne by the client. The client does not have the right to recover the costs from the agency worker and/or VNOM, irrespective of whether a study costs clause exists.

b) The client will ensure that the training is offered during working hours, if possible. VNOM has the right to invoice these training hours directly to the client because it has an obligation to continue to pay wages to the agency worker.

Article 14: Prohibition or conditions for suspension of employment of agency worker

a) The client is not entitled to temporarily or partially suspend the employment of the agency worker, unless otherwise agreed in writing and the duration of the right of suspension is defined therein.

b) If the client is not entitled to temporarily suspend while maintaining the assignment but the client temporarily has no work for the agency worker or cannot put the agency worker to work, the client is nonetheless obliged to pay VNOM the client rate in full for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the assignment and conditions. In addition, the client is obliged to admit the agency worker to work unless the client demonstrates conclusively that no work is available for the agency worker or that the agency worker cannot be set to work.

c) If the client is entitled during a fixed and/or definable period to temporarily suspend while maintaining the assignment, if and for as long as the client temporarily has no work for the agency worker or is unable to deploy the agency worker, the client shall on VNOM's request conclusively demonstrate by means of documents, statements and suchlike

that there is temporarily no work for the agency worker or that the agency worker cannot be set to work. During this suspension of the assignment VNOM shall only then make no claim on the client rate, as referred to in paragraph b) and the client shall not be liable to VNOM for this rate, if and insofar as the client has conclusively fulfilled its onus of proof and VNOM can successfully invoke exclusion of the obligation to continued payment of the agency worker in accordance with the CAO for Agency Workers.

d) If, after the agreed suspension period, performance of the assignment cannot be resumed, VNOM is entitled to dissolve the assignment without judicial intervention by means of a written notice to the client. In case the performance of the assignment is resumed after the agreed suspension period, the client is obliged to compensate VNOM for any costs ensuing from this resumption.

Article 15: Position and working hours

a) The client provides a description of the position to be fulfilled by the agency worker during the assignment. On VNOM's request the client shall conclusively demonstrate that the job description corresponds to the actual function being carried out. If at any time it appears that the job description does not correspond to the actual function being carried out, the client shall provide the appropriate job description to VNOM, without prejudice to the provisions of paragraph b) in this article, and paragraph c) of article 23. The function, as specified above, can be changed during the assignment in accordance with the wishes of the agency worker if the agency worker can reasonably lay claim to the change by relying on good employment practices or on present or forthcoming legislation and regulations, the CAO (collective labour agreement) or legal precedents.

b) If and insofar as VNOM suffers direct or indirect damage due to the job description provided for the assignment not corresponding to the function actually being carried out, or due to the subsequently (provided) changed job description not corresponding to the function actually being carried out, the client is fully liable to compensate VNOM for the damage, including costs along with the actual costs of legal representation. This is without prejudice to other rights or rights of claim available to VNOM, e.g. extending to the client having to enable the agency worker to be capable



of exercising the function as described in the assignment by the client or later amended in writing.

c) The working hours, the number of hours worked and breaks of the agency worker are identical to the customary times and hours at the client, unless otherwise agreed for the assignment. The working hours, the number of hours worked and breaks of the agency worker shall be neither more nor less than are legally permitted at the client with due observance of the applicable legislation and regulations. On VNOM's request, the client shall demonstrate conclusively which times and hours as referred to above are customary and allowable in the company where the agency worker works, whether or not by submitting the documents required for this. The employment conditions, times and hours, as specified above, can be changed during the assignment in accordance with the wishes of the agency worker if the agency worker can reasonably lay claim to the change by relying on good employment practices or on present or forthcoming legislation and regulations, the CAO (collective labour agreement) or legal precedents.

d) If and insofar as VNOM suffers damage directly or indirectly because the working times, number of working hours or rest periods as specified in the assignment for the agency worker or later changed differ from the conditions stated in this article and/or differ from the actual times and hours which the agency worker works or rests, the client is fully liable to pay VNOM for the damage and/or fines pursuant to Section 18 paragraph 2 Minimum Wage and Minimum Holiday Allowance Act (Wet minimumloon en minimumvakantiebijslag), including costs along with the actual costs of legal representation. This is without prejudice to other rights or rights of claim available to VNOM, e.g. extending to the client enabling the agency worker to work in accordance with the times and hours as referred to in this article.

e) The agency worker's holiday and special leave arrangements are regulated in accordance with the law and the CAO for Agency Workers, if and insofar as these are applicable to the temporary employment contract of the agency worker.

f) On entering into the assignment, the client is obliged – if and insofar as was not foreseeable when entering into the assignment, always as quickly as possible – to inform VNOM about works closures of the client. The client is obliged to inform VNOM in a timely manner, so that VNOM is able to

incorporate this into the legal relationship with the agency worker.

g) On entering into the assignment, the client is obliged on its own initiative to inform VNOM about the applicable user company remuneration, more specifically about the amount of the wage, the applicable reduction in working hours, the amount and time of the increment, the amount and duration of the initial wage increase, non-recurring allowances, expense allowances, bonuses and job category (see article 21 paragraphs a) and c)).

Article 16: Provision, selection, replacement and limitation of liability

a) The client provides VNOM with accurate information regarding position, working times, working hours, duties, place of work and working conditions that relate to the agency worker as well as regarding the intended duration of the assignment, without prejudice to the obligations ensuing from article 10.

b) VNOM relates the information provided by the client to the skills, competencies and availability of the workers eligible for deployment. On this basis, VNOM determines to the best of its ability which worker is made available for the assignment. Within the given context, VNOM has an entirely free choice as to which agency worker is made available for the commencement of the assignment, as also in the case of the replacement or return of an agency worker by VNOM provided replacement or return of the agency worker by VNOM is permitted pursuant to the assignment or under these general terms and conditions. The client is obliged to deploy the agency worker thus provided by VNOM in accordance with the assignment and the provisions of these general terms and conditions.

c) Irrespective of any provision whatsoever, VNOM can at all times make a written proposal to the client for replacement of the agency worker made available by another agency worker with continuation of the assignment with respect to this other agency worker, so as to be able to apply the so-called seniority principle and the other rules as described in the (applicable) dismissal guidelines for the employment agency sector. Within a short period the client decides whether to request VNOM in writing to terminate the provision of the agency worker so as to replace this person by the proposed other agency worker with continuation of the assignment as referred to above. The client may only reject VNOM's proposal on reasonable grounds



and in that case is to provide a written declaration to VNOM, sufficiently plausible that in all probability the Employee Insurance Agency (UWV) shall deem this declaration adequate in the context of assessing a request for a dismissal permit.

d) VNOM is not culpably in default towards the client and is not liable for compensation of any damage or costs towards the client, if for any reason whatsoever VNOM is not able to make an agency worker available to the client or at any rate not in the manner and to the extent as per the assignment or further agreed. VNOM is not culpably in default towards the client and is not liable for compensation of any damage or costs towards the client, if VNOM pursuant to the assignment or under these general terms and conditions is allowed to replace or return (within a fixed period) an agency worker but does not replace or return such for any reason whatsoever, including any reason of internal company policy, internal business operations, staff policy or any other internal business interest of VNOM. Insofar as and for as long as an agency worker or replacement agency worker cannot be made available to the client, the client is however not obliged to pay VNOM the client rate for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on), unless the agency worker or replacement agency worker cannot be made available due to a cause which is attributable to the client.

e) Nor is VNOM culpably in default towards the client or liable for compensation of any damage or costs towards the client in the event of termination of the employment or non-replacement of the agency worker made available which directly or indirectly leads to the assignment ceasing.

f) VNOM is not liable for any damage or losses as a result of an incorrect selection of the agency worker, unless the client submits a written complaint to VNOM within seven calendar days of the commencement of the provision and thereby demonstrates that the incorrect selection is the direct consequence of gross negligence on the part of VNOM. Any possible right to damages as referred to above lapses if the client has not submitted a written complaint as specified above, in which connection the onus is on the client to prove that the complaint was submitted in time. However, VNOM shall never be liable to pay higher damages than a payment equal to 40% of the client rate that was applicable to that agency worker for the assignment

during the intended period of the assignment, subject to a maximum of three months.

g) VNOM is not liable for accidents (or incidents) involving the agency workers provided by it, or for accidents (or incidents) which are caused by the aforementioned agency workers at the client's, or at third parties' for the performance of the work for the client, with the exception of intent and/or deliberate recklessness on the part of the agency worker in which case the liability lies with the agency worker himself or herself. The client indemnifies VNOM against all claims from third parties, including the agency worker himself or herself, in this regard. If VNOM qualifies as an own-risk bearer for the Dutch Sickness Benefits Act (Ziektewet), the client shall be obliged to reimburse VNOM for the sickness benefit(s) that VNOM is obliged to pay to the temporary worker as a result of the client's failure to comply with Section 7:658 and/or Section 7:611 of the Dutch Civil Code with respect to the temporary worker, including actual reintegration costs and costs of legal assistance. The above explicitly applies as a supplement to or deviation from Section 52b of the Dutch Sickness Benefits Act.

h) VNOM and the client can only make written agreements concerning the minimal deployment of agency workers belonging to a certain target group or allocation group (Social return on investment). Save for differing agreements in the assignment, VNOM is never attributably remiss in the performance of the assignment if the agreements concerning Social return on investment cannot be fulfilled. VNOM shall inform the client about this in due time, following which the parties shall enter into consultation regarding (replacement) agency workers and the applicable client rate. Insofar as and for as long as an agency worker belonging to a certain target group or allocation group, or a replacement agency worker cannot reasonably be made available to the client, the client is not obliged to pay VNOM the client rate unless the agency worker cannot be made available due to a cause which is attributable to the client. VNOM is not liable for any damage, fines and/or costs (all in the broadest sense of the word) on the part of the client if the agreements regarding Social return on investment cannot be fulfilled. Reference is made to article 20 paragraph h) in regard to any consequential damage.

Article 17: Employment

a) The temporary employment contract is effected between the agency worker and VNOM. The CAO



for Agency Workers applies to this agreement insofar as this was declared to be generally binding. There is no contract of employment between the client and the agency worker.

b) The client shall deploy the agency worker in accordance with the provisions of the assignment and general terms and conditions, in particular those in articles 15 and 16.

c) The client may only deploy the agency worker in a different manner from that stipulated in paragraph a), if VNOM and the agency worker have consented to this in writing in advance. Conditions can be attached to such consent.

d) Employment of the agency worker abroad is only possible for a fixed period subject to this having been already agreed on assignment and the agency worker having given his consent in writing.

e) VNOM shall regularly request confirmation of the fact that the agency workers made available perform their work under the guidance and supervision of (employees of) the client, and that the authority to issue instructions for the work lies with (employees of) the client. The client is obliged to provide VNOM with a written response in a timely manner.

f) If the client believes that unworkable conditions have been encountered on a particular day, whereby the VNOM agency worker is unable to perform any activities, the client must report this to its VNOM contact person before 09:00 o'clock on the same day. If the client fails to report this, or fails to do so on time, the client must pay the full price for the hours that had been scheduled for the day in question.

Article 18 Identification and personal data

a) VNOM is responsible for establishing and verifying the identity of the agency workers and is obliged, prior to commencement of the work, to process the necessary personal data (and, if applicable, the work permit for persons from outside the European Economic Area) in respect of the assignment.

b) On commencement of the deployment, the client establishes the agency worker's identity on the basis of the original identity document and the client must verify that the agency worker carries an original identity document on his person during the work.

c) The client shall handle the personal data of agency workers that come to its knowledge in the framework of the deployment confidentially and shall process the data in accordance with the provisions of the General Data Protection Regulation (Implementation) Act and other relevant legislation.

d) In any case of a data breach where there is a chance of loss or unlawful processing of personal data, the client is obliged to report this to the Dutch Data Protection Authority. VNOM shall then inform the affected agency workers.

e) VNOM is not liable for penalties or claims imposed on the client because the client did not fulfil its obligations as referred to in the foregoing paragraphs. Penalties and additional assessments imposed on VNOM as the consequence of the client not correctly establishing or verifying the identity of the client's employees shall be charged on to the client.

Article 19. Company car, works closure

a) If the client intends to provide the agency worker with a car, the client shall also promptly communicate this to VNOM. The client shall only agree to allow the agency worker to utilise the car for personal use in consultation with VNOM, so that VNOM can take this into account in the withholding taxes and any payable expense allowances. If the client fails to do this, it is obliged to compensate for the damage, costs and fiscal or otherwise consequences incurred by VNOM.

b) If during the deployment a works closure or mandatory day off occurs or has been arranged, the client shall inform VNOM about this on entering into the assignment, so that VNOM can take this into account in the drafting of the employment conditions. If the client fails to do this, it is liable to VNOM during the works closure for the number of hours as agreed in the assignment or which the agency worker would reasonably be expected to work, multiplied by the latest applicable rate.

Article 20. Proper management and control

a) With respect to exercising control over or managing the agency worker and in relation to the performance of the work, the client shall conduct itself in the same careful manner as it is required to do for its own employees. If it appears that the client is not acting in accordance with the foregoing, VNOM can proceed to institute sanctions towards the client, which sanctions can include but are not



limited to the withdrawal of the agency worker, suspending performance of the agreement, or dissolving the agreement.

b) The client is not allowed to in turn 'lend' the agency worker to a third party, i.e. make available to a third party for the performance of work under the control or management of this third party. Such loaning to a third party is also understood to include loaning to a person or legal entity to which the client is connected in a group or corporate arrangement, as referred to in Section 7:691 paragraph 6 DCC. This does not apply if the client has met the conditions set out in Article 37.

Article 21. Guarantee of safety and indemnity

a) The client is aware that in accordance with the Working Condition Act (Arbeidsomstandighedenwet) and Section 7:658 DCC it has an obligation to provide a safe workplace for the agency worker. The client provides the agency worker with specific instructions to prevent the agency worker from suffering harm in the performance of his work. In addition, VNOM obliges the client to provide personal protective equipment to the agency worker if work is involved which might possibly result in harm.

b) More specifically, the client is obliged:

i. Prior to the commencement of the temporary work, to provide VNOM and also the agency worker with information about the professional qualifications required by the agency worker as well as a document detailing the specific characteristics of the job to be undertaken. To provide active information to the agency worker with regard to the Risk Inventory and Evaluation (RI&E) used within its company.

ii. To enable the agency worker to perform the work under the customary conditions at the client or under the conditions agreed between the parties.

iii. To provide the agency worker with adequate workspace and ensure that the work can be carried out or the workspace is set up in accordance with the requirements imposed by the Working Conditions Act (Arbeidsomstandighedenwet) and the ensuing and related legislation and regulations.

iv. To report exposure of the agency worker to hazardous substances or a hazardous or unsafe situation, as well as accidents or near accidents and industrial diseases to the competent authorities in accordance with the rules applicable thereto and

immediately inform VNOM accordingly. To this end, the client shall observe the applicable formalities, such as drafting a report.

c) If the agency worker is affected by an industrial accident or an industrial disease, the client shall inform the competent authorities forthwith and ensure that a report is drawn up promptly which establishes the circumstances of the accident in such a way that it is possible with a reasonable degree of certainty to determine whether and to what extent the accident was the result of insufficient measures having been taken to prevent such an industrial accident or such an industrial disease.

d) The client shall compensate the agency worker for all loss (including costs along with the actual costs of legal representation) that the agency worker suffers in the performance of his work, unless the client legally or otherwise proves that it fully complied with the aforementioned obligations in paragraphs a), b) and c) or its obligation of care pursuant to Section 7:658 DCC or that the damage was the consequence to a significant extent of intent or deliberate recklessness on the part of the agency worker. If the industrial accident results in death, the client is obliged to compensate for the loss (including costs along with the actual costs of legal representation) under the aforementioned conditions in accordance with Section 6:108 DCC to the persons mentioned in that Section.

e) The client shall compensate the agency worker for all loss (including costs along with the actual costs of legal representation) that the agency worker suffers due to an item which belongs to the agency worker and which is used by him for the assigned work becoming damaged or destroyed. The client shall indemnify VNOM against all claims in this regard.

f) The client shall adequately insure itself against liability arising from the provisions of paragraphs a) to e) inclusive.

g) The client is obliged towards VNOM to fully comply with all obligations as referred to in paragraphs a) to e) inclusive and indemnifies VNOM at all times and fully against claims, including those of agency workers, and all related costs including actual costs of legal representation made against VNOM regarding the non-fulfilment of any aforementioned obligation, without prejudice to any other rights or rights of claim of VNOM towards the client.



Article 22: Special exclusion of liability for damage and indemnity

- a) VNOM is not liable towards the client for damage or loss caused to the agency worker, client or to third parties by the agency worker.
- b) The client indemnifies VNOM against any liability (including costs along with the actual costs of legal representation) of VNOM as employer of the agency worker, directly or indirectly, ensuing from the damage or loss caused by the agency worker to the client or third parties.
- c) The client shall adequately insure itself to cover this indemnity and to cover the underlying liabilities.
- d) VNOM is not liable towards the client for commitments entered into by agency workers with the client or third parties, or which have arisen for them towards the client or third parties, whether or not with the permission of the client or the third parties.
- e) The client indemnifies VNOM against any liability (including costs along with the actual costs of legal representation) of VNOM as employer of the agency worker, directly or indirectly, ensuing from commitments entered into by agency workers with the client or third parties, or which have arisen for them towards the client or third parties, whether or not with the permission of the client or the third parties.
- f) Any residual liability for any loss is in any case limited per event to the amount paid out for the loss by VNOM's insurance. If VNOM is not insured for the loss in question, or the insurance does not pay out in full, then VNOM's liability is limited to the amount invoiced by VNOM, or in case of continuing performance contracts a maximum of the invoice amount for the agreed period subject to a maximum of 3 months. If the amount charged is dependent on a time factor, then VNOM's liability is limited to the amount charged to the client by VNOM in the month preceding the report to VNOM of the loss. In the absence of a preceding month, then the determining factor is what VNOM would charge or has actually charged the client in accordance with the agreement in the month in which the act responsible for the damage took place.
- g) Damage as referred to under f) must be reported to VNOM by the client in writing as quickly as possible after discovery. The client must bring the matter to the attention of VNOM within a month at

most from when it became aware, or should have become aware, of the damage.

- h) VNOM is never liable for consequential loss.

Article 23: Hourly wage and client rate

- a) The wages and remuneration of the agency worker are determined prior to the employment, and if necessary during the employment, and are equal to the wages and remuneration allocated to comparable employees working in similar roles in the employment of the client (the so-called 'pay equivalence rule').
- b) The agency workers are remunerated by VNOM in accordance with the CAO for Agency Workers, together with the so-called 'user company remuneration' and the so-called 'pay equivalence rule'.
- c) The following components come under user company remuneration / pay equivalence rule (hereinafter referred to as: 'pay equivalence rule'):
 - 1) The applicable periodic wage in the scale belonging to the job group in which the agency worker is classified;
 - 2) The applicable reduction in working hours. These can – such at the option of VNOM – be compensated in time and/or money;
 - 3) All allowances;
 - 4) Initial wage rise (as of the same time and with the same scope as at the client);
 - 5) All expense allowances;
 - 6) Increments (amount and timing as per the user client's policy);
 - 7) Allowance for work-related travel hours and/or travel time (unless the travel hours or travel time are already classed as worked hours);
 - 8) One-off payments, regardless of the purpose or the reason for that payment;
 - 9) Fixed end-of-year bonuses (the amount, timing and conditions of which are in accordance with the User company's policy);
 - 10) Homeworking allowances.
- d) Rate changes as a result of CAO obligations and changes in, or as a result of, legislation and regulations, such as fiscal and social legislation and



regulations, are charged to the client, with retrospective effective if applicable, from the date of commencement of those changes and are correspondingly owed by the client, even if these arise during the term of a temporary employment contract.

e) The client informs VNOM in a timely, accurate and complete manner regarding the wage components of the pay equivalence rule as referred to under paragraph c), so that VNOM is able to determine the wage for the agency worker.

f) The client will always take into account the educational level, competences and relevant work experience of the agency worker when grading the agency worker. This also applies if the client does not take the relevant work experience into account when grading its own employees. If the wages and remuneration of the agency worker cannot be determined in accordance with the pay equivalence rule, they are to be determined through consultation between VNOM, the agency worker and the client. The level of training and the experience of the agency worker together with the responsibilities and capabilities requisite for performance of the role are guiding in this process.

g) VNOM is entitled to correct the pay equivalence rule, and the client rate connected to this (with retrospective force) and charge the client accordingly if it appears that one or more of the components referred to above was incorrectly specified.

h) If at any time it is established that the role or modified role actually being carried out by the agency worker ought to have resulted in a higher hourly wage, VNOM shall correspondingly correct the hourly wage of the agency worker and the client rate and the client shall be liable to VNOM for this corrected rate from the moment the role was changed.

i) If in the course of an assignment, the role of the agency worker changes in the sense that this role corresponds to work classified as lower, the hourly wage and the client rate shall remain unchanged. The foregoing does not affect the fact that VNOM and the agency worker must have agreed in writing to the role change. To this end, the client shall submit a proposal to change the role in a timely manner to the employment agency and temporary agency worker and obtain written consent prior to its implementation.

j) If, in accordance with the CAO for Agency Workers or the client's CAO, the agency worker should receive an increment, VNOM may increase the hourly wage of the agency worker by the applicable amount according to the CAO without the prior approval of the client.

k) When the granting of a period-linked salary amount at the client depends on the assessment of the agency worker, Covebo will be able to increase the hourly remuneration of the agency worker, without prior approval from the client, by the amount according to the applicable CAO, unless the client can demonstrate in a timely manner and in writing that the agency worker would not have received a period-linked salary amount according to the rules and procedures at the client.

l) If the agency worker returns to the same job or a substantially similar job with the client within nine months, a step increase will be awarded if such an increase would have been awarded during this interruption period and the agency worker did not receive it because of this interruption.

m) If the employment of an agency worker ends but the agency worker is replaced by another agency worker with continuation of the assignment with respect to that other agency worker, the hourly wage with respect to that other agency worker shall be determined on the basis as stated in this article and the corresponding client rate shall be amended.

Article 24: Increase in the client rate as result of increases in wages, taxes, and/or general costs

a) VNOM is entitled to increase the client rate by the full amount or the proportional amount ensuing from one or more of the following cost increases with respect to the assigned temporary work.

- increase in the hourly remuneration of the agency worker as the result of a change in the CAO for Agency Workers or of the wages regulated by such, or as the result of a government measure or binding regulation, or as the result of (the applicability of) any provision contained in the assignment and the associated conditions;

- increase in the costs connected to the temporary work as the result of a change in the CAO for Agency Workers or as the result of a government measure or binding regulation relating to the employment conditions of the agency worker in a general sense;



- increase in the costs connected to the temporary work as the result of a change in the employer's share relating to contributions under social insurance legislation or in other contributions to be specified by VNOM and pension contributions (to always include increases in those contributions that are based on increases in the risks covered);

- increase in the costs connected to the temporary agency work as the result of a change in social taxes and/or fiscal legislation or as the result of the introduction of new taxes or contributions based on the law, the CAO for agency workers or any binding regulation;

- increase in the costs in the broadest sense of the word that are connected to the temporary work for the agency worker or for VNOM due to placement abroad.

b) If, for any cause attributable to the client, the hourly wage and/or the client rate was/were set too low, VNOM is entitled, also with retrospective force, to bring the hourly wage and client rate up to the correct level and to charge the client what has been underpaid and the client is obliged to pay the amount owed in return. This is without prejudice to any right of VNOM to take any other (additional) actions against the client.

Article 25: Special minimum payment obligation

a) If the agency worker reports at the agreed time and place for the performance of the temporary work but the client is not in a position to have the temporary work commence, the client is obliged to pay VNOM the client rate calculated at three hours worked, notwithstanding the client's other obligations towards VNOM.

b) If by virtue of the assignment the scope of the temporary work comes to less than 15 hours per week and the time periods when the temporary work has to be performed are not fixed, or if the scope of the temporary work is not fixed or not fixed clearly, the client is at least obliged to pay VNOM the client rate calculated at three hours worked, notwithstanding the client's other obligations towards VNOM.

Article 26: Invoices based on time sheets

a) VNOM's invoices are issued based on the client's time sheets signed for approval, or exports from time recording systems and/or the client's own software and/or VNOM entry portals to which the

client connects. VNOM reserves the right to submit time sheets digitally.

b) The client is obliged to ensure directly or indirectly that the correct number of hours worked and overtime hours are clearly entered on the time sheet as well as - if requested - the agreed rate or job category, that columns which do not apply are struck through and that the actual costs incurred, if any, are truthfully completed. In this context the client ensures that during the performance of the work the number of hours worked and overtime hours do not exceed what was agreed or amended at the time of the assignment or subsequently. After checking, the client signs the time sheet as approval thereof. If the client does not approve the time sheets, which may be submitted in written form or digitally, within 7 days after their arrival, then VNOM shall regard the time sheet as provided to it by the agency worker as the truth. The invoicing to the client shall take place based on the hours as stated on this time sheet. If the agency worker disputes the details given on the time sheet, VNOM can invoice the number of hours worked and other costs in accordance with the agency worker's statement, unless the client shows that the time sheet is correct.

c) In the event of a discrepancy between the time sheet submitted to VNOM and the copy held by the client, the time sheet submitted to VNOM is considered as full proof of the amount stated in the invoice.

d) If the agency worker disputes the client's time sheet and the client has not fulfilled its obligations under paragraph b), VNOM is entitled towards the client thus: to set the worked period(s) to the duration of the full working time of the working week that applies to employees in the client's employment provided the parties have not deviated from that expressly and in writing for the assignment together with a statement of the valid working time under the terms of the assignment. In the latter case, VNOM is entitled to set the worked period(s) to the duration of the full working time agreed for the assignment taken over the relevant period thus: for a VNOM official to come up with a binding determination between the parties of the worked periods having listened as far as possible to the agency worker(s) and the relevant official(s) in the client's company.

e) Invoices are partially made up of, or also submitted in relation to, payment obligations of the client which stem from the provisions of the



assignment and/or the general terms and conditions, but which are not related to a time sheet.

f) VNOM is not liable for any damage, penalties and/or costs (all of this in the broadest sense of the word) on the part of the client, or that are imposed on the client, in connection with the failure to comply with its obligations either completely, on time and/or correctly as stated in this article. The client is obliged to fulfil all obligations in this article and indemnifies VNOM fully from damage, penalties and/or costs (all of this in the broadest sense of the word, including the actual costs of legal representation), including but not limited to penalties from the Inspectorate of Social Affairs and Employment (Arbeidsinspectie) and/or additional tax assessments by the Tax Administration. The client must exercise particular care to truthfully complete and check the time sheets, in accordance with the number of hours actually worked by the agency worker. The foregoing is without prejudice to any residual rights of claim of VNOM.

Article 27: Payment and consequences of non-payment

a) The client is at all times obliged to pay each invoice submitted by VNOM for deployed agency workers within 14 calendar days of the invoice date unless agreed otherwise.

b) If the client disputes an invoice, this must be notified in writing to VNOM within 7 days of the invoice date of the invoice in question, at risk of forfeiting the right to contest the invoice. A dispute concerning the invoice does not suspend the client's obligation to pay.

c) Direct payment or the provision of advances to the agency worker by the client are not permitted, irrespective of the reasons or the way in which this takes place. Such payments or dispensations are not VNOM's concern and do not provide any grounds for any debt repayment or set-off.

d) If an invoice from VNOM is not paid within 14 calendar days, from then on the client is in default without further judicial notice of default being required and liable for interest on the outstanding amount of 2% per calendar month, whereby part of a month counts as a full month.

e) The print-out or copy in VNOM's possession of the invoice sent by VNOM constitutes full proof of the liability to pay interest and the day on which the interest computation begins.

f) Objections relating to any invoice must be submitted to VNOM in writing within 7 calendar days of the date of the invoice. The onus is on the client to prove the complaint was submitted in time. After this period, complaints are no longer dealt with and the client has forfeited its right of objection. An objection does not detract from the obligation to pay.

g) All costs of collection, including the full costs of legal representation, both in and out of court, by whomsoever granted, are entirely for the client's account. The fee for extrajudicial collection costs is fixed at 15% of the principal sum owed including interest with a minimum of € 250 per claim. As soon as legal representation is invoked by VNOM or the claim is handed over by VNOM for collection, this fee shall always be charged to and owed by the client without any further proof required.

h) Only if the employment agency has a G account can the request the employment agency to consult about the facility for the user company to pay in a percentage of the invoiced amount into the relevant account, as well as the amount of the percentage. The aforementioned option can only be used if agreement has been reached.

Article 28. Prevention of unacceptable discrimination

a) In the recruitment, selection and provision of agency workers to clients, VNOM takes into consideration the statutory provisions, the CAO for agency workers, the assignment and the applicable general or other conditions and in distinguishing between the agency workers is guided only the reasonable functional requirements.

b) To prevent selections that are not permitted, particularly with respect to religion, personal beliefs, political affinity, gender, race or any other grounds, the client may not make, and VNOM may not consider, any non-job-related requirements in its provision of information regarding the work to be performed.

c) The full VNOM discrimination policy is available on the website of the House of VNOM ([Discrimination policy House of VNOM](#)).

Article 29. General compensation for damage

a) If the client fails to fulfil one or more of its obligations to VNOM or the agency worker which ensue from the assignment or from these general terms and conditions, the client is liable towards



VNOM for the compensation of all damage (including costs along with the actual costs of legal representation), that ensues for VNOM directly or indirectly, without notice of default being required. This provision is without prejudice to VNOM's right to bring any other claims against the client, including a claim for performance, and take other legal measures such as invoking termination.

b) The aforementioned provision of paragraph a) of this article is of general applicability both in respect of conditions for which the client's liability for compensation has already been provided for separately, and conditions for which this is not the case. This provision never detracts from the obligations ensuing from article 10.

Article 30. Confidentiality

a) The employment agency and the user company shall not provide third parties with any confidential information from or about the other party, its activities and relationships, that come to their knowledge as a result of a proposal or temporary employment agreement. This unless – and then insofar as – the provision of that information is necessary so as to properly execute the temporary employment agreement or they are subject to a legal obligation to disclose.

b) At the request of the user company, the employment agency will oblige the agency worker to maintain confidentiality with regard to all that he becomes aware of when performing the work, unless the agency worker has a legal obligation of disclosure.

c) The user company is free to immediately oblige the agency worker to confidentiality. The user company informs the employment agency about its intention to do this and provides the employment agency with a copy what was documented about that.

d) The employment agency is not liable for any fine, judicially imposed penalty or any damage to the user company as the consequence of violation of the confidentiality obligation by the agency worker.

Article 31: Final provisions

a) If one or more provisions of the assignment or these general terms and conditions proves to be not legally valid or cannot legally be applied, the other provisions of the assignment and the general terms and conditions remain in force.

b) The provisions which are not legally valid or which could not legally be applied, shall be replaced by provisions that resemble as closely as possible the purport of the provisions for replacement, such that the replacement provisions are indeed legally valid.

c) The applicability of general terms and conditions of whatsoever nature from the client are expressly dismissed, even if the client expressly declares its general terms and conditions applicable to the temporary employment agreement.

d) The assignments between VNOM and the client are exclusively governed by Dutch law.

e) All disputes arising from or connected with a legal relationship between the parties to which these general terms and conditions apply will be settled in the first instance exclusively by the competent court of the district in which VNOM's principal place of business is registered.



II. Placement of contractors (self-employed persons)

These provisions specifically and exclusively govern to VNOM's placement of contractors with clients. In case of any conflicts between the General Provisions (I) and these provisions, these provisions prevail over the General Provisions.

Article 32. Start of contractor's activities

- a) The assignment / placement of the contractor shall be effected by client accepting the assignment conformation (in writing) or by VNOM actually placing a contractor with the client.
- b) At the client's request, VNOM shall provide an extract from the Trade Register of the Chamber of Commerce, as well as the VAT number of the contractor. Client itself must verify the identity of the contractor prior to starting the activities and shall observe the relevant rules of the GDPR when doing so.
- c) The assignment / placement of a contractor for a definite period cannot be terminated prematurely, except as agreed in the assignment confirmation or with the written consent of VNOM. An assignment / placement of a contractor shall be deemed to have been entered into for a definite period, if an Expected final date has been specified in the assignment confirmation.
- d) The assignment / placement of a contractor for an indefinite period or for a definite period if premature termination is permitted, may be terminated subject to the notice period stated in the assignment confirmation. If no notice period has been agreed, a notice period of one month shall apply.
- e) The client is obliged to pay to VNOM at least the rate for the agreed working hours during the assignment / placement of the contractor (including the duration of the notice period), except if the contractor does not actually perform activities for client and can also be replaced with another client by VNOM.

Article 33. Contractor's activities

- a) VNOM may place a contractor with the client, which contractor must be deemed capable of performing the activities related to the assignment independently and at its own discretion. VNOM shall specify, for each posting / placement, whether the worker shall carry out the activities as a temporary worker or as a contractor.

b) VNOM shall enter into an assignment agreement with the contractor, which complies or is in accordance with the Model Agreement of Mediation approved by the Tax Authorities (No. 903-2021-64264-1-0). Client shall act in accordance with the provisions of the said Model Agreement.

c) In the performance of the activities, the contractor shall observe the care of a good contractor and warrants that the activities to be carried out shall be performed in a professional manner, and that the results shall conform to the agreed specifications. If the activities are not carried out to client's satisfaction, VNOM shall not be responsible for it. The client should approach the contractor directly for this purpose. The contractor has a personal responsibility and is therefore fully responsible and if necessary accountable to client for the way in which the activities are carried out.

d) The contractor shall carry out the activities by deployment of his/her own operating assets/tools and/or materials (hereinafter referred to as: "devices"). In the event that client's devices are required for the carrying out of the activities, the costs thereof shall be deemed to have already been included in the rate.

e) The assignment is entered into specifically with the contractor in person, pursuant to which the worker is in principle obligated to carry out the activities himself/herself. In the event of prolonged absence, the contractor may suggest an able substitute, following which client must agree, unless client has valid reasons for refusing the substitute.

f) In the context of the activities to be carried out, the contractor is free to decide the manner in which he/she will perform these activities. There is explicitly no employer-employee relationship between the contractor on the one hand and VNOM and/or client on the other hand. The worker is though obliged to comply with timely and sensible instructions from client regarding the result of the agreement. In so far as it is necessary for the performance of the activities, coordination with client shall take place in the event of collaboration with third parties so that these activities proceed in an optimal manner. If necessary for the activities, the contractor shall adhere to the working hours of client.

g) The contractor is explicitly not in an employer-employee relationship with VNOM and equally aware that no employer-employee relationship exists with client. On this account, the contractor and client are obliged to shape the actual work situation



(in which VNOM has no role to play), subject to the following principles:

- i. Client is not entitled to be in charge of and/or to supervise the contractor's activities.
 - ii. Client is not entitled to conduct performance reviews with the contractor. Any consultation shall focus solely on the result of the activities.
 - iii. Client shall not deal with any complaints from third parties about the contractor's activities and shall refer these third parties to the contractor.
 - iv. Client shall not provide any training/tuition for the contractor's benefit.
 - v. Client may not obstruct the contractor from working for several clients at the same time.
- h) Client is obliged to inform VNOM immediately of facts and/or circumstances that could lead to a judgement by the Tax Authorities that there is no longer any question of autonomy, including but not limited to, a circumstance that conflicts with the provisions of Article 33(g) of these general conditions.
- i) VNOM is not involved in the activities actually carried out by the contractor on behalf of the client. Client indemnifies VNOM in this context against any possible claim and/or damages that relate to costs, statutory interest, tax interest, as well as fines and increases, which are the consequence of an additional levy for payroll tax and social security contributions on the grounds of a private-law or notional employment relationship with respect to the deployment of the contractor.
- j) Client accepts the possibility that the contractor may address the client directly regarding its obligations and the contractor's damage related to compliance with Articles 21 and 22 of these general conditions, even if no contractual relationship between contractor and client exists.
- k) VNOM only has a best-efforts obligation to provide client with a contractor for the duration of the assignment / placement. VNOM shall not take on an obligation of result with client, as it can never guarantee the deployment of a contractor. VNOM shall, however, make every effort to meet client's needs, but shall never be liable for any loss on the part of client if it is (temporarily) unable to supply workers to client.

Article 34. Invoicing

- a) VNOM shall issue invoices to client based on (digital) time sheets which have been approved by client and the contractor. To this end, the rate as specified in the assignment shall be used.
- b) VNOM may decide to invoice client on the basis of the facts and circumstances known to it. VNOM shall not proceed to do so until reasonable consultations have been held with client in this regard.
- c) If the contractor disputes the details specified in the time sheet, VNOM can invoice the number of hours worked and other costs in accordance with the contractor's statement, unless client shows that the time sheet is correct.
- d) In the event of a difference between a timesheet submitted to VNOM and the copy thereof retained by client, the copy submitted to VNOM shall be deemed to be the correct copy, unless client proves otherwise.
- e) VNOM is entitled to adjust its rate periodically. If the client refused to accept the renewed rate, VNOM shall be entitled to terminate the assignment subject to one week's notice.

Article 35. Employee takeover

- a) If client enters into or wishes to enter into an employment contract or any other type of employment relationship with a contractor who has been provided to it, or who has been introduced to client by VNOM within 12 months after the end of the assignment or (in the event that no actual work was carried out (yet)) after the introduction of the self-employed person, it is only permitted with the written consent of VNOM.
- b) If client acts in violation of paragraph a of this Article, client shall owe VNOM a fine of €10,000, plus a fine of €1,000 for each day that the violation continues.
- c) Other types of employment relationships as referred to in this Article include:
 - i. appointment as an official;
 - ii. the assignment agreement;
 - iii. contract for work;
 - iv. having a worker made available to or placed with client by a third party (e.g. another company) for the same or different activities;
 - v. the worker entering into any employment relationship with a third party for the same or different activities, where client and the third party in question are affiliated in a group or



where one is a subsidiary of the other, or if client has provided the worker on loan and the worker ultimately enters into an employment relationship with the third party to which he is ultimately posted.

Article 36. In conclusion

a) The content and purport of Articles 1 to 6 (with the exception of Article 6(g) and (h)), 8, 14, 16(g), 21, 22 and 26 to 31 apply mutatis mutandis to the services of VNOM relating to the placement of a contractor, if and insofar as required geared to the qualification of the contractor's employment relationship.

b) If the contractor legally qualifies as an employee / temporary worker, the provisions of Chapter I (General and Agency Provisions) shall apply in full and, where applicable, retroactively to the assignment, with the proviso that Article 33(i) shall continue to be fully applicable.



III. HIRING AND PROVISION TO ANOTHER PARTY

in these General Terms and Conditions also refers to the hired and provided employee.

These provisions specifically and exclusively govern the hiring and provision to another party in which VNOM performs the role of seconding party or provider. In case of any conflicts between the General Provisions (I) and these provisions, these provisions prevail over the General Provisions.

Article 37: VNOM in the role of 'seconding party'

VNOM will make the agency worker available to the client (in Article 37 hereinafter to be referred to as "Provider"), after which the Provider makes the employee available to a third party, which is defined as provision to perform work subject to the management and supervision of this third party. Such provision to a third party is also understood to include provision to a person or legal entity with which the client is affiliated in a group as referred to in Article 7:691(6) DCC.

- a) The Provider may not make the agency worker available to another party without the written permission of VNOM.
- b) The Provider will always be required to pay any invoice submitted by VNOM as set out in Article 27 of the General Terms and Conditions. This article will expressly also apply if the Provider does not receive remuneration from the third party, the ultimate client.
- c) The Provider will agree in writing with the third party that VNOM, as the seconding party, will not be liable for damage related to its employees, as the employees will always be employed subject to the direct management and supervision by the third party. If the Provider fails to properly and completely come to an agreement with respect to the above with the third party, Articles 20, 21, and 22 of the General Terms and Conditions will expressly remain in force vis-à-vis the Provider in this respect.

Article 38: VNOM in the role of 'provider'

VNOM hires the employee from the "Seconding Party" in order to subsequently provide this employee to the client in order to perform work subject to its management and supervision.

- a) These General Terms and Conditions also govern any employee hired and provided to a third party by VNOM. Any reference to "agency worker"



IV. RECRUITMENT AND SELECTION

These provisions are specifically and exclusively applicable to recruitment and selection. In case of any conflict between the General provisions (I) and these provisions, these provisions prevail over the General provisions.

Article 39: Procedure

- a) Following an assignment for that purpose from the client, VNOM must endeavour to recruit and select suitable candidates for a vacant position or to perform work for the client, with the intention that these candidates will be employed after approval by the client. VNOM shall only commence work after it has received the assignment form signed by the client.
- b) VNOM shall use the agreed selection channels and methods as well as its knowledge of the labour market, but it has complete freedom in the way in which it selects the candidate to be put forward to the client. Candidate proposals are made to the best of our ability in accordance with good professional standards and are based on the wishes and requirements expressed by the client.
- c) Requirements that are not relevant to the position and which moreover lead, or could lead, to direct or indirect discrimination such as those relating to race, religion, gender and/or handicap, are not allowed to be set by the client. In any event these shall not be honoured by VNOM.
- d) Unless otherwise agreed in writing, VNOM is not obliged to ask candidates for personal or business references for the purpose of gathering information about the employment history and/or the personal history of the candidate. VNOM shall not actively gather information relating to history of incapacity for work.
- e) In relation both to information obtained by VNOM and information voluntarily given to VNOM by the candidate, VNOM is not obliged to pass on the information obtained to the client. VNOM is free to decide which information it makes available to the client.
- f) VNOM assumes that any references and/or information obtained from the candidate are correct. VNOM is not obliged to verify this information for correctness and thus VNOM shall not accept any liability whatsoever for damage ensuing from the fact that the information proved to be incorrect.

g) VNOM is not liable if the candidate appears not to meet the requirements or expectations of the client or for damage caused by the candidate, unless this is the demonstrable consequence of an attributable shortcoming by VNOM in the recruitment and selection.

h) VNOM is never liable for damage suffered by the client, in the broadest sense of the word, if a candidate put forward by VNOM decides not to enter into an employment relationship with the client or decides to prematurely or otherwise terminate an employment relationship entered into with the client.

Article 40. Obligations of the client

- a) On the one hand, the candidate is recruited and selected based on the job profile, information in relation to the work to be performed, the required qualities, competencies, salary level, etc. provided by the client and, on the other hand, based on what VNOM knows about the knowledge, training level and skills of the available candidates.
- b) The client is itself responsible for independently verifying the expertise and skills of the selected candidate. The client is itself responsible for deciding to enter into an employment contract with a candidate put forward by VNOM, as well as for the contents of this employment contract.
- c) If the assignment is entered into based on exclusivity, the client must refrain from filling the vacancy independently or through the use of third parties.
- d) If during the course of the assignment or within twelve months of its termination, the client actually enters into an employment relationship with a candidate selected by VNOM, either directly or via a third party designated by the client, then the client is liable for an immediately due and payable penalty not subject to judicial mitigation that is equal to the fee which would have been charged if the recruitment and selection had led to an employment contract.
- e) The client is obliged to inform VNOM if a proposed candidate is accepted or rejected by means of a copy of the employment contract or a rejection letter.

Article 41. Fee

- a) The fee for recruitment and selection amounts to a percentage to be further agreed of the gross annual salary to be increased by the holiday



allowance which the candidate shall receive on taking up employment. In respect of persons who were recruited and selected and who carry out work for the client by entering its employment directly without VNOM's intermediacy, the client is liable to VNOM for an additional amount to be further agreed, with a minimum of € 15,000. If the person who was recruited and selected carries out work for the client without entering the client's employment and without VNOM's intermediacy, the client is liable to VNOM for an additional amount to be further agreed, with a minimum of € 15,000.

b) Gross annual salary is understood to mean the holiday pay, bonuses, profit-sharing scheme, end-of-year bonus, commission and the fiscal addition of items made available such as a car. If and insofar as income components are dependent on performance or results, it is assumed that these are achieved to the maximum.

c) Costs that are not included in the assignment/contract but that are related to its performance, such as costs for advertisements, psychological tests, assessments, travel and accommodation expenses of the candidates, etc. shall be charged to the client by VNOM following the client's agreement.

d) The client is obliged to provide the salary details required to determine the fee within 14 days of a request to that effect from VNOM.

e) If the client fails to provide information about the salary on time, or provides insufficient or incorrect information, VNOM has the right to determine a gross monthly salary which is in line with market conditions based on the information about the position and the labour market in its possession, and invoice the fee in accordance with this assessment.

Article 42. Invoicing

a) Invoicing will take place upon commencement of the work by the candidate. The assignment shall be deemed to have been completed successfully.