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## **Article 1**

### **Activities of Hays and the thereto applicable chapters of these general terms and conditions**

1. These general terms and conditions consist of three chapters, i.e. the chapters A, B and C.
2. Chapter A (consisting of the articles 2 up to and including 15) of these general terms and conditions is applicable to all activities of Hays for clients.
3. Chapter B (consisting of the articles 16 up to and including 24) is applicable to the temporary employment and secondment activities of Hays for clients and to the intermediary services offered by Hays to self-employed workers without employees ("ZZP").
4. Chapter C (consisting of the articles 25 up to and including 27) is applicable to the recruitment and selection activities of Hays for clients as also to the psychological examination by Hays for clients.
5. The present grouping in chapters cannot be interpreted to the detriment of Hays.

## **Chapter A: Applicable to all activities of Hays**

## **Article 2**

### **Definitions**

*These definitions are applicable to the articles 2 up to and including 27 of these general terms and conditions as also to article 1 and the table of contents of these general terms and conditions.*

1. *Hays*: Hays must be understood as Hays B.V., Hays Temp B.V. and all companies or branches yet to be acquired and/or yet to be incorporated by Hays.
2. *Client*: the party who concludes an agreement with Hays concerning services to be supplied by Hays and/or activities to be carried out by Hays regarding or connected with, but not limited to, the recruitment and selection of one or more Candidates or (for instance) the temporary employment or secondment of temporary workers, the performance of psychological examinations, et cetera.
3. *Temporary worker*: each and every natural and legal person, whether or not employed by Hays as an employee, who carries out or shall carry out, through the intermediary services of Hays, activities for the benefit of the Client as a seconded worker or as a self-employed worker without employees ("ZZP"), hereinafter also (individually) referred to as: the temporary agency worker, the seconded worker or the self-employed worker without employees ("ZZP"). The temporary worker who works as a temporary agency worker or as a seconded worker carries out his or her activities under the authority and supervision of the Client. The temporary worker who works as a self-employed worker without employees ("ZZP") does not carry out his or her activities under the supervision and authority of the Client and is therefore not in a relationship of authority in relation to the Client.
4. *Candidate*: each and every natural person who is selected by Hays and/or who is proposed to the Client and/or who participated in a psychological examination carried out by or on behalf of Hays.
5. *NBBU-CBA*: the Collective Bargaining Agreement ("CBA") that applies to the availability of temporary workers, provided an agreement on the basis of the NBBU-CBA has been concluded with the temporary workers by Hays, as a member affiliated with the Dutch Association of Intermediary Organisations and Temporary Employment Agencies ("NBBU").
6. *Activities*: all services supplied and/or activities carried out by Hays for the Client including, but not limited to, the availability of temporary agency workers and seconded workers, the provision of intermediary services to self-employed workers without employees ("ZZP"), the recruitment and selection of employees and the performance of psychological examination for clients.

## **Article 3**

### **Applicability**

1. These general terms and conditions are applicable to all legal relationships between Hays and the Client concerning the services and/or the activities to which Hays committed by agreement, including offers to conclude these kinds of agreements.
2. Deviations from these general terms and conditions are only valid if and to the extent that they have been stipulated in writing between Hays and the Client. To the extent that these kinds of deviations did not take place the provisions set forth in these general terms and conditions shall remain in full force and effect.
3. The applicability of possible purchase or other terms and conditions of the Client is expressly rejected, unless Hays expressly accepted the general terms and conditions of the Client in writing.

4. These general terms and conditions are also applicable in favour of third parties by whom Hays has the agreement implemented either in full or in part.
5. In case of possible discrepancies between the English version and the Dutch version of these general terms and conditions the Dutch version shall exclusively be valid as foundation for the interpretation of the content of these general terms and conditions and the intentions of Hays.

#### **Article 4**

##### **Offer and conclusion of agreement**

1. If Hays provides a specification of costs in an offer, which shall be associated with its supply of services or the performance of activities in a specific case, then this specification shall be provided subject to contract, unless an express time limit for acceptance has been indicated in or in connection with that offer.
2. The offer is exclusively based on the relevant information supplied by the Client where Hays can rely on the correctness and completeness thereof.
3. The agreement between Hays and the Client (the "assignment") is, among other things, concluded in one of the following manners and at one of the following moments:
  - a. if an order confirmation is not sent, at the moment when an offer made by Hays is accepted tacitly, orally or in writing;
  - b. if an order confirmation is sent, at the moment when the order confirmation sent to the Client is received by Hays signed for approval;
  - c. at the moment when Hays, at the request of the Client, started the supply of its services and/or the performance of its activities, or the temporary worker started his or her activities, even if the Client did not (yet) confirm the assignment to Hays in writing.Each of the parties shall nonetheless be free to evidence that the agreement has been concluded in a different manner and/or at a different moment.
4. The Client must communicate its objections to Hays within 7 days after despatch of the order confirmation, failing which the order confirmation of Hays is deemed to represent the agreement correctly and completely.

#### **Article 5**

##### **Required information and registration obligation**

1. The Client is held to timely provide Hays with all information that Hays requires, at its sole discretion, for a correct implementation of the assignment or of which the Client should know that it is required for a correct implementation of the assignment. The information must be provided in the form and in the manner as requested by Hays.
2. The Client guarantees the correctness, completeness and reliability of all information provided to Hays.
3. If the implementation of the assignment is delayed on account of the fact that the Client does not comply with its obligations set forth in article 5.1 or if the information provided by the Client does not comply with the provisions set forth in article 5.2 then the associated (additional) costs and (additional) fee shall be at the expense of the Client.
4. The Client must at all times forthwith inform Hays of changes in the information intended in article 5.1. Failing the same Hays cannot be held liable for damages occurring on the basis of incorrect and/or changed information.
5. All clients are, if they hire temporary workers via Hays, held to hold registration in the Trade Register. Failing the same Hays cannot be held liable for damages and clients shall indemnify Hays against (claims of third parties concerning) damages that are related to the same.

#### **Article 6**

##### **Fee and costs**

1. Unless Hays has expressly indicated or accepted otherwise, Hays shall charge the fee for its services and/or activities as described in paragraph 2 and paragraph 3 of this article of the general terms and conditions.
2. The fee for activities or services amounts to a previously stipulated fee, established in the order confirmation, the offer of Hays or otherwise. Should a fee not have been stipulated then the fee or the compensation in accordance with article 21 paragraph 3 and article 26 of these general terms and conditions shall apply.
3. In addition to the fee charged by Hays the Client shall be liable to pay all costs that are incurred by Hays (or by third parties hired by Hays for the implementation of its assignment) on account of

the assignment granted to Hays. These costs include, for instance, the costs of advertising in magazines and newspapers and the publication of vacancies on the internet. These costs are not part of the fee; the level of these costs shall as a rule be specified in the offer and/or order confirmation of Hays.

4. Expenses claims and correspondence about the payment of expenses claims and about the outcome of the activities or services by Hays shall be deemed to have reached the Client when they have been sent to the address of the Client as lastly communicated to Hays by the Client. The Client is held to immediately communicate changes in its address details to Hays.
5. If and to the extent that the Client, after the introduction of a Candidate selected by Hays and/or introduced to the Client, does not forthwith inform Hays in writing (stating reasons) that it is already familiar with this Candidate from its own network or otherwise (personally) and neither forthwith informs Hays that this Candidate has already been proposed to the Client by a different company (upon simultaneous submission of documentary evidence) then the Client shall be liable to pay the fee for the activities carried out or the services supplied by Hays as intended in these general terms and conditions.

### **Article 7**

#### **Implementation of the assignment**

1. Hays shall make every effort to carry out the activities pursuant to the assignment as befits a good contractor. It does, however, not guarantee the accomplishment of a specific result.
2. In the event that a proper implementation of the assignment granted to Hays implies that activities must also be carried out that were initially not part of the assignment then the assignment is deemed to extend to these other activities and the thus incurred costs shall be at the expense of the Client.
3. Hays commits to abide by confidentiality with regard to all particulars of which it takes note in connection with the implementation of an assignment and of which the confidential nature has been communicated to the same or must be clear from the circumstances. This confidentiality obligation is not applicable to the extent that Hays might be held to cross the confidentiality obligation in pursuance of a statutory obligation.

### **Article 8**

#### **Cancellation and interim termination of assignments**

1. If the Client cancels or terminates an assignment granted to Hays in the interim then Hays shall be entitled to charge the costs and the damages incurred by Hays to the Client if and to the extent that these costs and damages can no longer be undone by Hays.

### **Article 9**

#### **Payment**

1. Unless stipulated otherwise in writing, payment of the invoice of Hays must take place within 14 days after despatch of the invoice through a transfer or remittance to the bank account specified by Hays on its invoice, without deduction and/or discount and without the Client being entitled to any setoff.
2. In case of non-payment within the imposed time limit the Client shall be in default by operation of law, without any demand or notice of default being required, and the Client shall be liable to pay interest equal to the statutory commercial interest as intended in article 120 paragraph 2 of Book 6 of the Dutch Civil Code, which interest is calculated as from the fifteenth day after despatch of the invoice, at least as from the moment of occurrence of the default of the Client.
3. If the Client is in default all invoices issued by Hays in the name of the Client shall immediately fall due, including invoices yet to be issued by Hays with regard to services supplied and/or activities performed in the current billing period.
4. All judicial and extrajudicial (collecting) costs incurred by Hays in connection with the failing or untimely compliance of the Client with its payment obligations are paid to Hays by the Client. The extrajudicial costs amount to at least 15% of the receivable amount, with a minimum of € 300.00, and are payable as soon as the claim has been outsourced for collection.
5. A payment made to Hays by the Client shall first be applied to settlement of the interest and costs and then to settlement of the oldest outstanding claim, unless the Client expressly indicates for the settlement of which claim the payment is made.
6. If multiple clients simultaneously and in mutual relationship grant an assignment to Hays to supply services and/or to perform activities or if Hays simultaneously and in mutual relationship issues

- an offer to multiple natural or legal persons or if one or more assignments have simultaneously and in mutual relationship been accepted then all these clients, natural or legal persons, shall jointly and severally be liable vis-à-vis Hays for the payment of the amounts due to Hays, all with regard to the services and/or activities for which the order, the offer or the order confirmation has been presented or issued as also with regard to services supplied and activities performed later.
7. Only payments to Hays shall be payments in discharge of obligation. Payments to temporary workers or the grant of advances to temporary workers are prohibited and non-binding and can never give cause to any discharge or setoff.
  8. Complaints about the invoice must be submitted to Hays in writing within 7 calendar days after the day of despatch of the invoice. If the Client did not lodge a complaint within this time limit then all its rights and claims on any account whatsoever shall expire in terms of the subject matter about which the Client lodged or could have lodged a complaint.
  9. The Client shall not be authorised to suspend its payment obligations on account of complaints as intended in paragraph 8.
  10. In case of negligence and failing (untimely) payment Hays reserves the right to suspend its services or activities and withdraw the temporary worker, without consideration of a notice period and without the same resulting in any liability on the part of Hays.
  11. All prices, charges and costs are exclusive of VAT

#### **Article 10**

##### **Liability**

1. Hays shall not be liable for any damages, including trading losses, indirect damages, consequential damages, damages of third parties and all other damages possibly incurred by the Client. However an exception to the foregoing applies in case of intent or similar gross negligence on the part of Hays.
2. If and to the extent that there is question of liability on the part of Hays this kind of liability on the part of Hays for damages of the Client shall be limited to at most the amount of the invoiced value (and/or the concerned fee, if invoicing has not taken place yet), which is charged to the Client by Hays for the performance of the activities or the supply of the services to which the damages can be attributed, with the understanding that only the amount of the invoiced value that is related to the last six months in which the activities were carried out / the services were supplied for the Client shall be taken into account. However, the compensation possibly payable to the Client by Hays shall never exceed the amount for which the liability of Hays is, as the occasion arises, covered by insurance. The foregoing is not applicable in case of intent or similar gross negligence on the part of Hays.
3. Hays shall not be liable for damages that are caused owing to the fact that the Client did not comply with its obligation to provide information as intended in article 5.1 or owing to the fact that the information provided by the Client did not comply with the provisions set forth in article 5.2, unless these damages are also the result of intent or similar gross negligence on the part of Hays.
4. Hays shall neither be liable for damages that are caused by actions or omissions on the part of third parties involved in the implementation of the assignment by the Client, unless these damages are also the result of intent or similar gross negligence on the part of Hays.
5. Hays shall, for that matter, always be authorised to reduce or undo the damages of the Client as much as possible to which the Client shall lend any and all cooperation.
6. The Client indemnifies Hays against claims of third parties concerning damages that are related to or originate from the assignment carried out by Hays, if and to the extent that Hays cannot be held liable vis-à-vis the Client in pursuance of the provisions set forth above in this article.

#### **Article 11**

##### **Non-discrimination**

1. Each and every Candidate or (potential) temporary worker is offered equal work opportunities at Hays, regardless of age, sex, civil status, sexual orientation, personal or religious beliefs, political affinity, race, ethnical origin or nationality, all without prejudice to the objective and realistic job requirements and provided the Candidate or (potential) temporary worker basically complies with the assignment.

#### **Article 12**

##### **Changes**

1. Hays shall at all times be authorised to change these general terms and conditions.
2. Changes shall only have binding effect on the Client when Hays has filed the changed general terms and conditions with a Chamber of Commerce or at the Court Registry of a District Court and when Hays has communicated the change of the general terms and condition to the Client and 14 days have lapsed since the date of this communication, without the Client informing Hays in writing not to agree with the changes.
3. If a client timely communicates, whilst stating reasons, not to agree with the changes of the general terms and conditions then the general terms and conditions that were already applicable to the relationship between the Client and Hays prior to the change of the general terms and conditions shall remain applicable.
4. These general terms and conditions shall, once provided to the Client, equally apply to new assignments of the Client granted to Hays. Renewed presentation shall in that case not be required, unless the general terms and conditions were changed compared to the previously applicable general terms and conditions.

### **Article 13**

#### **Own staff of Hays**

For the protection of the continuity of the supply of services and the performance of activities by Hays the Client shall forfeit an immediately claimable penalty to Hays of € 30,000 (in words: thirty thousand Euros) and also € 1,000.00 (in words: one thousand Euros) for each day that the Client is in breach, when the Client employs an employee of Hays, other than temporary agency workers and seconded workers, without the written consent of Hays, without prejudice to the right of Hays to claim full compensation. As a result of the mere breach of or the mere non-compliance with the foregoing the Client, without any demand or any other formality being required and without any damages having to be evidenced, shall be in default by operation of law.

### **Article 14**

#### **Expiry period**

If the Client is or remains of the opinion that Hays carried out the assignment in an untimely, incomplete or improper manner then the Client shall be held to – unless this has already taken place in pursuance of the provisions set forth in article 9 paragraph 8, article 17 or article 19 paragraph 6 – forthwith communicate this to Hays in writing and to institute the claims based on the same within one year after the date of the aforementioned communication or within one year after that communication should have taken place, failing which all its rights and claims in connection therewith shall expire through expiry of the aforementioned time limit.

### **Article 15**

#### **Applicable law and disputes**

1. All legal relationships between Hays and the Client, including the agreements concluded by and between them, are governed by Dutch law.
2. All disputes deriving from or connected with the agreements concluded by and between the parties and these terms and conditions and the legal relationships created between the parties shall in the first instance exclusively be settled by the competent in the district of Breda.

### **Chapter B: Applicable to the temporary employment and secondment activities of Hays and to the provision of intermediary services by Hays to self-employed workers without employees ("ZZP")**

### **Article 16**

#### **Implementation of the assignment**

1. Hays selects the temporary worker on the basis of the capacities and abilities of the workers available for secondment known to Hays on the one hand and on the basis of the information provided to Hays by the Clients about the activities to be carried out on the other hand.
2. Hays is fully free in the selection of the person or persons who it temporarily assigns / seconds on request.
3. The temporary worker is allowed to deviate from the working hours applicable at the Client and to observe a shorter working time if this has been stipulated at the commencement of the employment relationship with Hays and this has been communicated to the Client or is yet stipulated with the Client in mutual consultation. Hays can never be held liable by the Client in connection therewith.

4. The Client is not allowed to, without the prior written consent of Hays, have the temporary worker carry out activities other than those stipulated with the assignment.

#### **Article 17**

##### **Non-compliance of temporary worker; time limit for lodging a complaint**

1. If a temporary worker does by no means demonstrably comply with the requirements imposed by the Client then the Client must communicate this to Hays in writing within 4 hours after the start of the activities by the temporary worker and the Client shall in that case only be held to pay Hays the remuneration payable to the temporary worker by Hays plus the employer's share in the social security and the social security contributions and excluding the fee of Hays, calculated in conformity with article 6 of these general terms and conditions.

#### **Article 18**

##### **Overtime and remuneration**

1. Overtime by a temporary worker is understood as the work that is carried out in addition to the working hours per day respectively week at the Client, at its company, i.e. basically 8 hours per day and 40 hours per week, unless previously stipulated otherwise in writing with Hays. If not stipulated otherwise in writing the overtime surcharge that is commonly used at the Client is applied and the fee is increased by the same percentage.
2. Work that is carried out following on from the normal working hours and that does not exceed half an hour is not qualified as overtime.
3. The hourly remuneration applicable to the temporary worker for the duration of the assignment is established in consultation between all concerned parties, such also on the basis of the job description, which is obtained from the Client. If it is at any time determined that this job description does not correspond with the job in question then Hays shall correct the remuneration in accordance with the correct job description and the fee charged to the Client shall be adjusted accordingly.
4. When a job changes during the duration of an assignment in the sense that this job corresponds with activities that have been classified lower, then the initial fee shall remain unchanged.
5. Should the remuneration of a temporary worker increase during the duration of an assignment due to a change in the statutory provisions or any official measure or measure of any other body in pursuance of any statutory provision or should the employer's share in premiums or other social security contributions pursuant to social security legislation and/or tax legislation increase then the fee shall increase by the full amount thereof and proportionately as from the entry into force of those increases respectively as from 1 January or 1 July, and in that case this addition or increase shall, at the discretion of Hays, correspondingly be payable by the Client.

#### **Article 19**

##### **Liability**

1. The Client indemnifies Hays against claims in connection with damages of the temporary worker and/or third parties incurred at the time of or in connection with the performance of the assignment, including (but not limited to) in pursuance of article 661 of Book 7 of the Dutch Civil Code.
2. Hays shall not be liable for commitments, whether or not duly, entered into by the temporary worker on behalf of or at the expense of the Client at the time of or in connection with the performance of the assignment.
3. If payment of the fee to Hays fails to materialise and Hays is thus addressed for payment by the temporary worker (read: self-employed worker without employees) or auxiliary person then the Client shall be held to compensate Hays for all associated costs and damages.
4. To the extent that as a result of actions or omissions of the Client a relationship of authority has been established between the Client and the temporary worker who works as a self-employed worker without employees ("ZZP") as a result of which the Employee Insurance Agency and the Dutch Tax Authorities qualify their employment relationship as an employment between the Client and this temporary worker, the Client shall indemnify Hays against any (additional) assessments pursuant to tax and social security legislation of income tax and/or premiums, penalties, increases and whatever more with regard to or in connection with (the implementation of) the assignment for a temporary worker, not being a temporary agency worker or a seconded worker.
5. Hays shall not be liable for damages that might occur as a temporary worker does not appear to comply with the requirements imposed by the Client. An exception to the foregoing occurs in case

of intent or similar gross negligence on the part of Hays. The Client shall be held to exempt a temporary worker from activities if he or she does, in the opinion of the same, not comply with the requirements imposed by the same. Not exempting the temporary worker from activities shall provide evidence with the exclusion of evidence to the contrary within the meaning of article 900 paragraph 3 of Book 7 of the Dutch Civil Code that the temporary worker complies with the requirements imposed by the Client.

6. In derogation from the provisions set forth in article 17 paragraph 1 of these general terms and conditions each and every (other) complaint – with regard to non-compliance with the requirements imposed by the Client – must be submitted to Hays by the Client in writing within 7 calendar days after the actual start of the activities by the relevant temporary worker for the Client, failing which all its rights and claims in connection therewith shall expire through the lapse of the aforementioned time limit.

## **Article 20**

### **Invoices on the basis of the timesheets**

1. The invoices of Hays are also issued on the basis of the timesheets signed for approval by the Client, which shall have binding force on the Client.
2. The Client is held to monitor or to have monitored that the correct number of worked hours and overtime as well as, if so requested, the stipulated fee or the job category have been indicated, the columns that are not applicable have been crossed out and the actually incurred expenses, where relevant, have been entered truthfully on the timesheets.
3. In case of a difference between the timesheet submitted to Hays and the copy kept by the Client the timesheet submitted to Hays shall with regard to the settlement, which shall be included in the invoice, be qualified as full and complete evidence, without prejudice to evidence to the contrary furnished by the Client that the indicated difference cannot be attributed to the same.
4. If the temporary worker disputes the specification of the Client Hays shall vis-à-vis the Client who does not comply with its obligations pursuant to paragraph 2 of this article and does therefore not lend its cooperation to the creation of – for the three concerned parties (the Client, Hays, and the temporary worker) – binding evidence with regard to the worked hours of the temporary worker be entitled to:
  - a. set the worked hour(s) at the duration of the full working time of the working week that applies to employees employed by the Client, if the conditions and/or specific data give rise to the suspicion that the concerned temporary worker has worked full working hours during the full working week;
  - b. in all other instances to have a functionary of Hays, having heard the temporary worker, speak with the relevant functionary at the company of the Client, at least after having made reasonable attempts to speak with the same, establish the worked hours with binding effect on the parties on the basis of the data collected by the same.
5. The establishment of the worked hours by or on behalf of Hays pursuant to paragraph 4 is, regardless as to whether appeal is brought forward as intended in paragraph 6, provisionally enforceable with the understanding that on the basis of this establishment the invoices as intended in paragraph 1 are issued, to which invoices the provisions set forth in chapters A and B of these general terms and conditions are applicable.
6. The Client can bring an appeal against the establishment as intended in paragraph 4 before a single arbitrator who shall, without prior written statements and after having heard the parties, in consideration of the statutory evidentiary rules establish the number of worked hours. The board of directors of Hays shall act as such arbitrator.
7. In consultation with Hays any other form of evidence, e.g. clock cards, hour specifications, computer lists, electronic timesheets offered by Hays, computer discs, etc., can be used as timesheet.

## **Article 21**

### **Possible indemnification in case of a direct or indirect (employment) relationship with or direct activities by the (proposed) temporary worker or Candidate**

1. The Client who intends to, either directly or indirectly by and/or for third parties, enter into an employment relationship with a temporary worker made available to the same or a (proposed) Candidate shall communicate this to Hays in writing and terminate the assignment, without prejudice to the other provisions set forth in this article. Said obligation also applies to the Client if said temporary worker shall carry out activities for the Client as a self-employed worker without employees.
2. If Hays observes (afterwards) that the Client has directly entered into an employment relationship with a temporary worker made available to the same or a (proposed) Candidate or Hays observes (afterwards) that said temporary worker carried and possibly still carries out activities for the Client as a self-employed worker without employees then the assignment between Hays and the Client shall be deemed to have been terminated as a result of this mere observation.
3. If within a time limit of 12 months after introduction by Hays of a temporary worker or Candidate the Client directly enters or entered into an employment relationship with the relevant temporary worker or Candidate the Client shall pay Hays 30% of the fulltime annual salary. The annual salary consists of 12 monthly salaries, holiday allowance, a possible thirteenth month's salary, an estimate of the payable bonus and € 5,000.00 in case of a company car.
4. If the temporary worker starts carrying, carried and possibly still carries out activities for the Client as a self-employed worker without employees within a time limit of six months after introduction by Hays the Client shall forfeit an immediately claimable penalty to Hays of € 25,000.00 (in words: twenty-five thousand Euros) as well as € 1,000.00 (in words: one thousand Euros) for each day that the Client is in breach.
5. If the Client, within a period that the temporary worker or the Candidate has effectively worked 1,500 hours, with the exclusion of overtime, for the Client via Hays directly, by means of and/or for third parties enters into an employment agreement with the relevant temporary worker or Candidate or, in case of a self-employed worker without employees, has the same carry out activities then the Client shall pay Hays 30% of the annual salary, including holiday allowance and a possible thirteenth month's salary. Said sum is immediately claimable in full and payable to Hays.
6. The provisions set forth in this article shall not affect the provisions set forth in article 23 in pursuance of which an assignment continues as long as it has not been terminated in writing vis-à-vis Hays, in consideration of the provisions set forth in that article, respectively for the stipulated established term.
7. After the conclusion of the activities by the temporary worker the Client shall not be allowed to, without written consent of Hays, approach the temporary worker within a time limit of six months after the conclusion of said activities in order to directly or by means of third parties carry out activities, in any capacity whatsoever, for the Client, parties affiliated with the same or third parties, whether or not for consideration. Within said time limit of six months after the conclusion of the activities by the temporary worker the Client shall neither be allowed to, without written consent of Hays, actually have the temporary worker, either directly or via third parties, carry out activities in any capacity whatsoever, whether or not for consideration, for the Client, parties affiliated with the same or third parties.
8. Breach of the provisions set forth in article 21 paragraph 7 shall be subject to an immediately claimable penalty of € 25,000.00 (in words: twenty-five thousand Euros) as well as € 1,000.00 (in words: one thousand Euros) for each day that the Client is in breach payable to Hays.
9. In lieu of the forfeited penalty Hays shall also be entitled to claim full compensation. As a result of the mere breach of or the mere non-compliance with the foregoing the Client shall be in default by operation of law, without any demand or any other formality being required and without damages having to be evidenced.

## **Article 22**

### **Prohibition on redeployment or deployment abroad**

The Client is expressly not allowed to deploy a worker made available to the same outside of the Netherlands without expressly informing Hays in writing and without its written consent, for the acquisition of which consent Hays must be provided with the country and location where the activities shall be carried out and the estimated duration of the activities. The Client must forthwith see to it that the temporary

worker returns to the Netherlands as soon as Hays revokes its consent to the Client for the performance of activities by the temporary worker outside of the Netherlands.

### **Article 23**

#### **Termination when hiring a temporary worker, i.e. a temporary agency worker or seconded worker**

1. The following provisions are applicable to (interim) termination of an assignment on the basis of which Hays made a temporary agency worker or seconded worker available to the Client.
2. The NBBU-CBA is applicable to the relationship between Hays and a temporary agency worker. The following is applicable to temporary agency workers regardless of the phase and/or period in a chain as determined in the NBBU-CBA the agreement between Hays and the temporary agency worker can be classified.
3. The assignment is applicable for a definite period of time if this has been stipulated and/or established upon the grant of the assignment. The assignment can in that case only be terminated in the first four weeks without consideration of any notice period. After four weeks interim termination by Hays or by the Client shall no longer be possible.
4. If a definite period of time has not been stipulated for the duration of the assignment in accordance with the previous paragraph, then the Client can terminate the assignment in consideration of the following notice periods:
  - during the first eight weeks: without notice period,
  - during the ninth up to and including the twelfth week: 6 working days,
  - during the thirteenth up to and including the sixteenth week: 8 working days,
  - during the seventeenth up to and including the twentieth week: 10 working days,and thus during each and every subsequent period of four weeks with a notice period that is two working days longer than the previous.
5. The notice period takes effect on the day of receipt by Hays of the written notice of termination.
6. Non-observance of the stipulated duration or the notice period shall oblige the Client to extend the assignment by as many days as are required to yet observe the prescribed notice period and therefore to have the temporary agency worker continue the activities during this period or – at its sole discretion – to pay Hays compensation equal to the fee that Hays would, should the temporary agency worker have continued the activities at the Client as usual, have charged to the Client.
7. In all instances that notice of termination of the assignment is given to Hays the Client shall be held to equally communicate the end of the assignment to the temporary agency worker or the seconded worker.
8. If a temporary agency worker reports sick then the Client is deemed to have requested termination of the availability.
9. Notice of termination or dissolution by or attributable to the Client shall equally imply a request for termination of the availability.
10. Regardless of the provisions set forth above Hays cannot be held liable for a termination necessitated by or in pursuance of an official regulation, neither if this solely applies to Hays, or for termination by the temporary agency worker or seconded worker of the activities for the benefit of the Client, neither when this takes place without consideration of any notice period, no matter how short. Hays shall, however, make every reasonable effort in order to see to it that the Client is informed accordingly as timely as possible and that Hays shall, if so desired, commit to render a different temporary agency worker or seconded worker available to the Client, in respect of whom a new assignment shall then be in place, to which new assignment these general terms and conditions are separately applicable.

### **Article 24**

#### **Employment conditions and liability for industrial accidents / occupational diseases**

1. The Client guarantees the care for employment conditions and working and rest hours as if the temporary worker were its own employee.
2. The Client is held to give the temporary worker a safety and workplace instruction and to provide the same with the Personal Protection Equipment (“PPE”) pertaining to the position and to make the same available in a good and solid state in order that the temporary worker can carry out activities safely and without (additional) danger of possible bodily harm and damages. If the Client intends to deviate from these obligations then it shall inform Hays accordingly in writing and timely before the start of the project in order that Hays can timely and fully inform the temporary worker of the possible special dangers and/or risks that are associated with the assignment.

3. Prior to the assignment the Client shall inform the temporary worker and Hays of the dangers and/or risks associated with the assignment.
4. The Client is held to render a copy of the latest risk inventory and evaluation available to the temporary worker and Hays.
5. The Client is held vis-à-vis the temporary worker and Hays to organise and maintain the rooms, tools and equipment in which or with which the activities are carried out such and to take such measures and provide such instructions for the performance of the activities as shall within reason be required to prevent the temporary worker from incurring damages during the performance of the activities.
6. In case of an industrial accident suffered by the temporary worker and/or an occupational disease at the time of or in connection with the implementation of the assignment the Client shall see to it that a report is drawn up in which the circumstances of the accident are established such that it can with a reasonable degree of certainty be deduced from the same if and to what extent the accident is the result of the fact that insufficient measures were taken to prevent accidents as in the case at hand.
7. The Client indemnifies Hays against possible claims that are instituted against Hays by the temporary agency worker or the seconded worker in pursuance of article 658 of Book 7 of the Dutch Civil Code and/or article 611 of Book 7 of the Dutch Civil Code as also against possible claims that are instituted against Hays by the self-employed worker without employees in pursuance of article 76 of Book 6 of the Dutch Civil Code and/or article 171 of Book 6 of the Dutch Civil Code, in connection with industrial accidents and/or occupational diseases suffered by the temporary worker at the time of or in connection with the implementation of the assignment, as also against possible claims of third parties.
8. The Client indemnifies Hays against possible claims that are, on account of any article, instituted against Hays by the temporary worker in relation to safeguarding equal treatment and/or prevention of making unauthorised distinction on any ground whatsoever, including (but not limited to) victimisation, in relation to the temporary worker at the time of or in connection with the implementation of the assignment.
9. The Client indemnifies Hays against possible claims of the temporary worker in connection with damages incurred by the same as a good belonging to the temporary worker has been damaged or destroyed during the performance of the activities or the supply of services for the Client.
10. The Client is held to fully compensate Hays for the death benefit pursuant to article 674 of Book 7 of the Dutch Civil Code in the event that Hays is held to pay the same to the temporary worker in connection with an industrial accident and/or occupational disease occurring at the time of or in connection with the implementation of the assignment.

#### **Article 25**

#### **Confidentiality and Data Protection with regard to temporary employment and secondment activities of Hays**

1. Except as permitted by law neither party shall disclose any Confidential Information relating to the other party without the other party's prior written consent either during or after termination of any Assignment. For the purposes of this Clause, "Confidential Information" means any information relating to the business and affairs of Hays and/or the Client (including, without limitation, the charges and rates payable under these terms in relation to any Temporary Worker, being a temporary agency worker or seconded worker) and which comes to either party's attention or possession and which either party regards or could reasonably be expected to regard as confidential, whether or not any such tangible information is marked confidential.]
2. To the extent that any data or information provided by Hays to the Client is personal data of Temporary Worker, being temporary agency workers or seconded workers:
  - a. Hays will be a data controller of such personal data and shall be responsible for ensuring that, in accordance with applicable Data Protection Laws, it has provided all necessary fair processing information to Temporary Workers, being temporary agency workers or seconded workers and has taken appropriate steps to legitimise the disclosure of such personal data to the Client;
  - b. the parties acknowledge that the Client will also be a data controller of such personal data and accordingly the Client shall: (i) comply with all of its legal obligations under the Data Protection Laws which arise in connection with its processing of such personal data; and (ii) process such personal data only for purposes compatible with determining whether to engage Temporary Workers, being temporary agency workers or seconded workers

- (save to the extent that the Client has legitimised its processing of such personal data for another purpose either by obtaining consent from the Temporary Worker or using an alternative method to legitimise such processing in accordance with Data Protection Laws and provided fair processing information to the Temporary Workers, being temporary agency workers or seconded workers in relation to this purpose);
- c. Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of personal data under the agreement; and
  - d. Each party shall, if it receives any communication or request from a regulator, Temporary Worker or third party which relates to the other party's processing of personal data under the agreement (including any actual or alleged breach of the Data Protection Laws) without undue delay forward such communication to the other party and provide reasonable cooperation and assistance to the other party in relation to the same.
3. To the extent that any data or information provided by the Client to Hays is personal data:
    - a. the Client will be a data controller and Hays will be a data processor of such personal data; and
    - b. Hays will process such data and information only in accordance with the Client's instructions.
  4. For the purposes of this clause "Data Protection Laws" means: (a) any legislation in force from time to time in The Netherlands which implements the European Community's Directive 95/46 EC and Directive 2002/8/EC; and (b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); and (c) any other legislation in force from time to time in The Netherlands relating to privacy and/or the processing of Personal Data (and "personal data" shall have the meaning given to that term in such Data Protection Laws).

#### **Article 26**

#### **Confidentiality and Data Protection with regard to the provision of intermediary services by Hays to self-employed workers without employees ("ZZP")**

1. To the extent that any data or information provided by Hays to the Client is personal data of Temporary Workers, being ZZP'ers, Hays will be a data controller of such personal data and shall be responsible for ensuring that, in accordance with applicable Data Protection Laws, it has provided all necessary fair processing information to Temporary Workers, being ZZP'ers and has taken appropriate steps to legitimise the disclosure of such personal data to the Client.
2. The parties acknowledge that the Client will also be a data controller of the personal data disclosed to the Client by Hays under the agreement and accordingly the Client shall: (i) comply with all of its legal obligations under the Data Protection Laws which arise in connection with its processing of such personal data; and (ii) process such personal data only for purposes compatible with the engagement of such Temporary Workers, being ZZP'ers in relation to Client projects (save to the extent that the Client has legitimised its processing of such personal data for another purpose either by obtaining consent from the Contractor or using an alternative method to legitimise such processing in accordance with Data Protection Laws and provided fair processing information to the Contractor in relation to this purpose).
3. Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of personal data under the agreement.
4. Each party shall, if it receives any communication or request from a regulator, Contractor or third party which relates to the other party's processing of personal data under the agreement (including any actual or alleged breach of the Data Protection Laws) without undue delay forward such communication to the other party and provide reasonable cooperation and assistance to the other party in relation to the same.
5. For the purpose of this clause "Data Protection Laws" means: (a) any legislation in force from time to time in The Netherlands which implements the European Community's Directive 95/46 EC and Directive 2002/8/EC; and (b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); and (c) any other legislation in force from time to time in The Netherlands relating to privacy and/or the processing of Personal Data (and "personal data" shall have the meaning given to that term in such Data Protection Laws).

**Chapter C: Applicable to the recruitment and selection activities and the psychological examination by Hays**

**Article 27**

**Implementation of the assignment**

1. Hays shall establish the relevant vacancy in writing in the form of a job description, offer or in the order confirmation. An email or hard copy job description of the Client to Hays is also qualified as a legally valid establishment of the assignment.
2. If the parties agree on arrangements about the time within which an assignment shall be completed then these arrangements must be qualified as indicative. In this respect Hays shall not accept any liability whatsoever.
3. The Client is responsible for its ultimate choice of the Candidate.

**Article 28**

**Fee and costs**

1. The Client is held to pay the stipulated fee to Hays as soon as the Client concluded an employment agreement of any nature whatsoever with the Candidate, directly and/or by means of or for or via third parties. The fee shall be payable upon signature of the employment agreement or at the moment when the Candidate starts carrying out the activities for the Client or third parties. If a fee has not been stipulated then a fee of 30% calculated over the stipulated annual salary shall apply. The annual salary is calculated as 12 monthly salaries, holiday allowance, a possible thirteenth month's salary, an estimate of the payable bonus and € 5,000.00 in case of a company car.

**Article 29**

**Liability**

1. Hays assumes that information and data that the Candidate provides about him- or herself or that has been obtained about the Candidate from referees is correct. If the Candidate answered questions about his or her employment history incorrectly and/or concealed important information from the Client then Hays shall not be liable for the damages incurred by the Client, unless they are also caused by intent or similar gross negligence on the part of Hays.
2. Hays shall not be liable for damages that might occur as a Candidate does not appear to comply with the requirements imposed by the Client, unless these damages are also caused by intent or similar gross negligence on the part of Hays.
3. The Client shall be held to exempt a Candidate proposed by Hays from activities if he or she does, in the opinion of the same, not comply with the requirements imposed by the same. Not exempting the Candidate from activities shall provide evidence with the exclusion of evidence to the contrary within the meaning of article 900 paragraph 3 of Book 7 of the Dutch Civil Code that the Candidate complies with the requirements imposed by the Client.
4. Hays can never be held liable for damages and/or losses – including consequential damages – as a result of actions and/or omissions of a Candidate proposed by Hays within the framework of an assignment or introduction with whom the Client directly and/or by means of third parties or for or via third parties concluded, (also) as a result of the implementation of the assignment by Hays, an employment relationship of any nature whatsoever.

**Article 30**

**Data protection Candidates**

1. To the extent that any data or information provided by Hays to the Client is personal data of Candidates, Hays will be a data controller of such personal data and shall be responsible for ensuring that, in accordance with applicable Data Protection Laws, it has provided all necessary fair processing information to Candidates and has taken appropriate steps to legitimise the disclosure of such personal data to the Client.
2. The parties acknowledge that the Client will also be a data controller of the personal data disclosed to the Client by Hays under the agreement and accordingly the Client shall: (i) comply with all of its legal obligations under the Data Protection Laws which arise in connection with its processing of such personal data; and (ii) process such personal data only for purposes compatible with determining whether to offer Candidates permanent employment (save to the extent that the Client has legitimised its processing of such personal data for another purpose either by obtaining consent from the Candidate or using an alternative method to legitimise such

processing in accordance with Data Protection Laws and provided fair processing information to the Candidate in relation to this purpose).

3. Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of personal data under the agreement.
4. Each party shall, if it receives any communication or request from a regulator, Candidate or third party which relates to the other party's processing of personal data under the agreement (including any actual or alleged breach of the Data Protection Laws) without undue delay forward such communication to the other party and provide reasonable cooperation and assistance to the other party in relation to the same.
5. For the purpose of this clause "Data Protection Laws" means: (a) any legislation in force from time to time in The Netherlands which implements the European Community's Directive 95/46 EC and Directive 2002/8/EC; and (b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); and (c) any other legislation in force from time to time in The Netherlands relating to privacy and/or the processing of Personal Data (and "personal data" shall have the meaning given to that term in such Data Protection Laws).

These general terms and conditions were filed with the Chamber of Commerce Brabant, Tilburg office, under number 18035125 (Hays B.V.), 53814479 (Hays Temp B.V.), and 64139298 (Hays Services B.V.)