



General Terms and Conditions
for the assignment of
employees (assignment and
payrolling) and job placement
services

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GENERAL TERMS AND CONDITIONS



Chapter 1

General Provisions

ARTICLE 1

DEFINITIONS

In these general terms and conditions, the following terms are defined as stated below:

- 1.1 Company: the natural person or legal entity that assigns employees to a hirer in order to perform work under the latter's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.2 Employee: the natural person who performs or will perform work in the employment of the company for and under the supervision and management of the hirer.
- 1.3 Hirer: the natural person or legal entity to whom the company assigns employees in order to perform work under the hirer's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.4 Temporary employee services contract: the contract between the company and the hirer, setting out the specific conditions subject to which an employee is assigned to perform work for and under the supervision and management of the hirer.
- 1.5 Hirer rate: the amount per time unit which the hirer owes the company for assigning the employee. It includes the labour costs such as wage costs, payroll taxes and national insurance contributions, as well as a margin for the services provided by the company.
- 1.6 Temporary employment contract: the employment contract under which the employee is assigned to the hirer by the company in order to perform work for and under the supervision and management of that hirer pursuant to a temporary employee services contract concluded with the company.
- 1.7 Payroll contract: the payroll contract is the temporary employment contract in the course of which the temporary employee services contract between the company and the hirer is not concluded within the framework of bringing together supply and demand on the labour market and the company can assign the employee to another party

only with the consent of the hirer.

- 1.8 Job placement company: every natural person or legal entity that helps to find employees or jobs for a client, a jobseeker or both, with the aim of concluding a direct contractual employment relationship between the client and the jobseeker.
- 1.9 Client: every natural person or legal entity that uses the services of a job placement company.
- 1.10 Job placement contract: the contract between a job placement company and a client and/or a jobseeker to provide the services referred to in paragraph 8.
- 1.11 NBBU CLA: the NBBU Collective Labour Agreement for Agency Workers which applies to companies who are members of and, as such, affiliated with the Dutch Association of Intermediary Organizations and Employment Agencies [NBBU].
- 1.12 Whenever these general terms and conditions refer to employees, this refers to both male and female employees and whenever reference is made to he/him/his, this also refers to she/her/hers.

ARTICLE 2

APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1 These terms and conditions apply to every offer from the company to the hirer and to every temporary employee services contract between the company and the hirer to which the company has declared these terms and conditions to be applicable, as well as the ensuing supplies and services of any nature between the company and the hirer, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 2.2 The hirer with whom a contract was taken out once on the basis of these terms and conditions is expected to tacitly be in line with its applicability to a temporary employee services contract concluded with the company at a later stage.
- 2.3 All offers, regardless of how they were made, are without obligation.
- 2.4 The company is not bound by general terms and conditions of the hirer to the extent they deviate from these terms and conditions.
- 2.5 These general terms and conditions may be amended or supplemented at any time. The amended general terms and conditions shall subsequently also apply to temporary employee services contracts concluded earlier, subject to a period of one month after the written announcement of the change.

ARTICLE 3

CONCLUSION OF THE TEMPORARY EMPLOYEE SERVICES CONTRACT

- 3.1 The temporary employee services contract is concluded following the hirer's written acceptance or because the company effectively assigns employees to the hirer.
- 3.2 The specific conditions under which the employee is assigned to the

hirer by the company are set out in the temporary employee services contract.

- 3.3 Changes or supplements to the temporary employee services contract come into force once they are confirmed in writing by the company.

ARTICLE 4 INVOICING METHOD

- 4.1 Unless agreed otherwise, invoices from the company are based on the completed and hirer-approved time sheets, the hirer rate and any additional allowances, costs and expenses.
- 4.2 The hirer is responsible for the correct, timely and full completion and approval of the time sheets. Approval is given by means of a (digital) signature on the time sheets, unless agreed otherwise. The hirer is liable for damage suffered by the company if the hirer fails to correctly fulfil the obligations set out in this paragraph, including but not limited to the administrative fine pursuant to Section 18b.2 of the Dutch Minimum Wage and Minimum Vacation Allowance Act. The hirer shall fully indemnify the company.
- 4.3 If there is a difference between the time sheets submitted to the company and the relevant records kept by the hirer, the time sheets submitted to the company are considered to be the correct ones, unless the hirer proves otherwise.
- 4.4 If the employee disputes the data on the time sheets, the company can invoice the number of hours worked and other costs in accordance with the records from the employee, unless the hirer proves that the time sheets used by the hirer are correct.
- 4.5 If the hirer does not comply with the conditions of paragraph 2 of this article, the company may decide to invoice the hirer on the basis of the facts and circumstances known to the company. The company shall not proceed to do so as long as no reasonable consultations with the hirer have taken place on the subject.
- 4.6 The hirer ensures that the invoices of the company are paid within 14 days of the invoice date, without any deduction, discount or set-off.
- 4.7 If the company has a G-account, the hirer can ask the company to confer about the possibility that the hirer pays a percentage of the invoiced amount into the relevant account, as well as about the extent of the percentage. This option can be used only when the parties have reached an agreement.
- 4.8 On the company's demand, the hirer shall give the company a written direct debit mandate to debit the hirer's bank account with the invoice amounts within the agreed period. To that end, the parties shall use a SEPA mandate form.

ARTICLE 5 PAYMENT CONDITIONS

- 5.1 Only direct payments to the company release the hirer from his

obligations.

- 5.2 Direct payments or advance payments from the hirer to the employee are not permitted, regardless of why or how such payments are made. Such payments do not concern the company and do not form a basis for any debt repayment or set-off.
- 5.3 If the hirer disputes an invoice, he must notify the company thereof in writing within eight days of the date on which the invoice in question was sent, failing which his right to dispute the invoice lapses. Disputing an invoice does not suspend the hirer's payment obligation.
- 5.4 In the event of non-payment, late or incomplete payment by the hirer of any amount owed by him, the hirer is in default by operation of law with effect from the due date of the invoice in question. From that moment on, the hirer shall also owe the company default interest on the invoice amount, equal to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code.
- 5.5 All costs, both judicial and extrajudicial, including the costs of legal aid, incurred by the company as a result of the hirer's failure to fulfil his payment obligations shall be at the expense of the hirer. The extrajudicial collection costs of the company, to be calculated on the amount to be collected, are set to at least 15% of the principal sum, subject to a minimum of €500.00.
- 5.6 If the hirer's financial position and/or payment behaviour give rise thereto in the opinion of the company, the hirer is, on the company's first demand, obliged:
- a. to issue a direct debit mandate as referred to in Article 4.8 of these terms and conditions; and/or
 - b. to make an advance payment; and/or
 - c. to furnish sufficient security for the fulfilment of his obligations towards the company by means of a bank guarantee or a pledge, for instance.
- 5.7 The extent of the requested security and/or the requested advance payment is in proportion to the extent of the hirer's obligations in question.
- 5.8 If the hirer fails to comply with the company's request referred to in the previous paragraph, or if a payment collection fails, the hirer will be in default by operation of law without any notice of default being required. If the hirer is in default, the company is entitled to suspend the fulfilment of its obligations under the temporary employee services contract or to fully or partially terminate the temporary employee services contract with immediate effect, without the company owing the hirer any compensation. All claims of the company become immediately due and payable as a result of the termination.

ARTICLE 6 DISSOLUTION

- 6.1 If a party fails to fulfil its obligations under the temporary employee services contract, the other party – apart from the provisions

stipulated in the temporary employee services contract – shall be entitled to extrajudicially dissolve all or part of the temporary employee services contract by means of a registered letter. The agreement shall not be dissolved until the defaulting party is declared to be in default in writing and has been given a reasonable time to remedy the shortcoming and fulfilment is not forthcoming.

6.2 In addition, either party shall be entitled, without the need for any demand or notice of default and without the need for court proceedings, to dissolve all or part of the temporary employee services contract by means of a registered letter with immediate effect, if:

- a. the other party applies for or has been granted a (provisional) moratorium;
- b. the other party files a winding-up petition for itself or is declared insolvent;
- c. the business of the other party is liquidated;
- d. the other party discontinues its current operations;
- e. through no fault of one party, a considerable part of the assets of the other party is seized, or if the other party must otherwise be deemed no longer able to fulfil the obligations under the temporary employee services contract.

6.3 If at the time of dissolution, part of the temporary employee services contract has already been fulfilled by the hirer, he can only partially dissolve the temporary employee services contract, i.e. only that part yet to be fulfilled by or on behalf of the company.

6.4 Amounts invoiced by the company to the hirer before dissolution in connection with its performances for the fulfilment of the temporary employee services contract shall still be payable by the hirer to the company and shall become immediately due and payable at the time of dissolution.

ARTICLE 7 LIABILITY

7.1 Except in the event of mandatory legal provisions and in accordance with the principles of reasonableness and fairness, the company shall not be obliged to pay any compensation for damage of any nature, directly or indirectly, suffered by the employee, the hirer or inflicted to goods or persons of or at the client or a third party, in connection with a temporary employee services contract, including damage caused by:

- a. the assignment of the employee to the hirer by the company, also when it appears that this employee does not meet the requirements set by the hirer;
- b. unilateral termination of the temporary employment contract or the payroll contract by the employee;
- c. actions or omissions by the employee, the hirer himself or a third party, including obligations assumed by the employee;
- d. the hirer seconding the employee without the written consent of the

company.

- 7.2 Any liability of the company for any direct damage is, in any case, limited per event to:
- a. amount paid out under the insurance of the company, or;
 - b. if the company is not covered for the damage in question or the insurance does not pay out (in full), the amount invoiced by the company. If the amount charged depends on a time factor, liability is limited to the amount charged to the hirer by the company in the month prior to the claim notice. Failing a prior month, the amount which the company would have or has charged the hirer in accordance with the temporary employee services contract in the month in which the claim event took place shall be the determining factor.
- 7.3 The company is never liable for consequential damage such as lost profits and missed savings and for indirect damage.
- 7.4 The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in paragraph 1 this article.
- 7.5 In any case, the hirer has to indemnify the company against any claims from employees or third parties for compensation of damage, referred to in paragraph 1 of this article, suffered by those employees or third parties.
- 7.6 The liability restrictions set out in paragraphs 1 and 2 of this article shall no longer apply if it concerns intent or gross negligence on the part of the company and/or its managerial members of staff.
- 7.7 If and insofar as possible, the company is at all times entitled to remedy the damage caused by the hirer. This includes the company's right to implement measures aimed at preventing or limiting any damage.

ARTICLE 8.

FORCE MAJEURE

- 8.1 In the event of force majeure of the company, its obligations under the temporary employee services contract shall be suspended for as long as the situation of force majeure continues. Force majeure is understood to be any circumstance beyond the control of the company which temporarily or permanently prevents the company from performing the temporary employee services contract and which, either by law or the principles of fairness and reasonableness, should not be classed as the risk of the company.
- 8.2 In the event of a situation of force majeure as referred to in paragraph 1 of this article, the company shall notify the hirer.
- 8.3 Insofar as not already included, force majeure is also taken to mean industrial strikes, factory sit-ins, blockades, embargoes, government measures, war, revolution and/or any circumstance to be deemed equal to that, power failures, breakdowns in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters, as well as large-scale staff

illness of an epidemiologic nature.

- 8.4 The obligations of the company shall be suspended for the duration of the force majeure situation. However, this suspension does not apply to obligations not related to the force majeure and which were in place before the situation of force majeure arose.
- 8.5 If the situation of force majeure lasted a period of three months or once it is clear that the situation of force majeure shall take longer than three months, either party shall be entitled to prematurely terminate the temporary employee services contract without having to observe any notice period. After the termination of the temporary employee services contract as described above, the hirer remains obliged to pay the company any outstanding amounts he owes the company and which relate to the period before the situation of force majeure.
- 8.6 During the situation of force majeure, the company shall not be obliged to pay the hirer any compensation, nor is it obliged to do so after termination of the temporary employee services contract referred to in paragraph 5 of this article.

ARTICLE 9

NON-DISCLOSURE

- 9.1 The company and the hirer shall not disclose to third parties any confidential information from or about the other party, its activities and business partners, which has come to their knowledge as a result of an offer or temporary employee services contract. This is unless – and then only to the extent that – disclosure of that information is necessary for the proper performance of the temporary employee services contract or they are under a legal obligation to disclose it.
- 9.2 At the request of the hirer, the company shall compel the employee to exercise secrecy in respect of everything he learns or becomes aware of in the performance of his duties, unless the employee is legally obliged to disclose it.
- 9.3 The hirer is free to compel the employee to observe secrecy directly. The hirer shall inform the company of his intention to do so and provide the company with a copy of the agreement drawn up for that purpose.
- 9.4 The company cannot be held liable for any fine, penalty or losses incurred by the hirer as a result of the employee failing to observe that duty of secrecy.

ARTICLE 10

APPLICABLE LAW AND COMPETENT COURT

- 10.1 These general terms and conditions, instructions, temporary employee services contracts and/or other agreements are governed by Dutch law.
- 10.2 All disputes ensuing from or relating to a legal relationship between the parties shall in the first instance be exclusively heard by the court

within whose jurisdiction the company has its registered business, unless mandatory law prescribes otherwise.

ARTICLE 11 **FINAL PROVISIONS**

- 11.1 If any provision of these terms and conditions is null and void or is voided, the other provisions of these terms and conditions shall remain in full force and the parties shall confer in order to agree on new provisions in replacement of the void or voided provisions, in the course of which the purpose and meaning of the void or voided provision shall be taken into account as far as possible.
- 11.2 The company has the right to transfer its rights and obligations under a temporary employee services contract to a third party. Unless agreed otherwise in writing, the hirer does not have the right to transfer his rights and obligations under the temporary employee services contract to a third party.



Chapter 2

Assignment of employees general

ARTICLE 12

ASSIGNING EMPLOYEES

- 12.1 Effectively, the employee works under the supervision and management of the hirer. The hirer shall exercise the same standard of due care as he does for his own employees. As a formal employer, the company does not supervise the workplace and the work to be performed, on the basis of which the hirer shall be responsible for a safe working environment.
- 12.2 The assigned employee has concluded a temporary employment contract pursuant to Section 7:690 of the Dutch Civil Code or a payroll contract with the company pursuant to Section 7:692 of the Dutch Civil Code. The temporary employment services contract between the company and the hirer is a determining factor: if the company does not have an allocative function within the framework of the instruction (it does not recruit and select) and it concerns an exclusive assignment with the hirer, the agreement is considered a payroll contract. If it concerns none of the foregoing, the contract is a temporary employment contract.
- 12.3 If the company and the employee have concluded a temporary employment contract, Chapter 2A of these general terms and conditions shall apply to the legal relationship between the company and the hirer. If the company and the employee have concluded a payroll contract, Chapter 2B of these general terms and conditions shall apply to the legal relationship between the company and the hirer.
- 12.4 Without the written consent of the company, the hirer shall not reassign the employee it has been assigned to a third party in order for the employee to work under that third party's supervision and management or to perform work abroad. A violation of this paragraph means the company shall be entitled to end the assignment of the employee and/or to terminate the temporary employee services contract with immediate effect, as well as to charge the hirer for all ensuing or related damage. In that case, the hirer shall fully indemnify the company.

ARTICLE 13

CONTENT, DURATION AND END OF THE ASSIGNMENT OF THE EMPLOYEE/EMPLOYEES

- 13.1 The specific conditions under which the employee is assigned to the hirer are set out in the temporary employment services contract. The assignment of the employee to the hirer is entered into for a fixed period (the start and end of the assignment can be determined objectively) or for an open-ended period (the end of the assignment cannot be determined objectively).
- 13.2 The hirer informs the company about the intended duration, (weekly or, at least, monthly) working hours and times of the assignment, on the basis of which the company can determine the nature and term of the temporary employment contract or the payroll contract with the employee.
- 13.3 If the hirer, after the employee has arrived at work, uses his services for less than three hours, the hirer is obliged to pay the hirer rate for at least three hours per call if:
- a. working hours of less than 15 hours per week have been agreed on and the hours of work are not documented; or
 - b. it concerns an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code.
- 13.4 If an employee has already been called but he cannot perform the work or the hours of work have changed due to special circumstances on the part of the hirer, the hirer shall notify the company at least four days prior to the moment at which the work would start. If the hirer fails to do so and the employee has an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the hirer must pay the hirer rate for the number of hours in connection with the original call, including the hours of work.
- 13.5 If the employee has an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the company is obliged to offer the employee permanent employment, including an obligation to continue to pay wages, after twelve months, and the fixed working hours are at least equal to the average working hours during the previous twelve-month period. If the employee accepts the offer, the hirer rate shall be calculated on the basis of the fixed working hours, not the number of hours effectively worked.
- 13.6 The temporary employment services contract cannot be terminated as long as employees are assigned to the hirer.
- 13.7 A fixed-term assignment within the meaning of Article 13.1 may not be cancelled prematurely. If the hirer still wants to terminate an assignment prematurely, he can do so only on the condition that the payment obligations relating to the assignment shall continue until the agreed term of the assignment has expired. In that case, the company shall be entitled to (continue to) charge the hirer the hirer rate for the agreed term of the assignment, in accordance with the customary or anticipated working pattern of the employee, unless the company and the hirer have made other agreements in writing regarding this.

- 13.8 In the temporary employee services contract the company and the hirer make arrangements about the notice period for the open-ended assignment as referred to in Article 13.1. The company's obligations to continue to pay the employee his wages shall be taken into account. If no notice period has been agreed, the notice period referred to in Article 21.6 or 24.6 of the general terms and conditions shall apply.
- 13.9 If the hirer, without the knowledge of the company, has played a role in the allocation or the recruitment and selection process of the employee, pursuant to which the temporary employment contract is converted into a payroll contract, the hirer rate must be determined again with retrospective effect, in accordance with Article 24. In that case, the hirer is obliged to continue paying the hirer rate for the term of the payroll contract agreed between the company and the employee. The hirer can offer the employee an employment contract in order to end the continuous payment obligation. If the termination of the assignment is requested, the company shall endeavour to terminate the payroll contract or to transfer the employee and all additional costs shall be passed on to the hirer.
- 13.10 In connection with the company's duty of notification towards an employee with a fixed-term temporary employment contract or payroll contract, the company can ask the hirer at least five weeks before the end of the temporary employment contract or the payroll contract to indicate if he wishes to continue the assignment. In that case, the hirer is obliged to indicate if he wishes to continue the assignment within three days. If the hirer fails to inform the company correctly or in time, he must pay the company the full costs in connection with the payment made to the employee pursuant to Section 7: 668, subsection 3 of the Dutch Civil Code.
- 13.11 If the agreement is terminated because of a dispute with the employee or a conflict situation, the hirer must notify the company thereof in time. In that case, the company shall find out if the dispute or the conflict situation can be resolved.
- 13.12 In the event of a business closure or compulsory day off during the assignment, the hirer shall notify the company accordingly when the temporary employee services contract is concluded, allowing the company to take this into account when adopting the terms and conditions of employment. If the hirer fails to do so, he shall owe the company the number of hours agreed on in the temporary employee services contract, multiplied by the most recently applicable hirer rate, during the business closure or the compulsory day off.

ARTICLE 14

THE HIRER'S DUTY OF DISCLOSURE

- 14.1 The hirer notifies the company in time, correctly and in full about the terms and conditions of employment referred to in Article 21 or 24 of the general terms and conditions pursuant to Section 12a of the Dutch Placement of Personnel by Intermediaries Act, enabling the company to determine the wages of the employee. For this purpose, the hirer uses the employment conditions document it has been provided with by the company.

- 14.2 The company shall be entitled to correct the hirer rate with retrospective effect and to charge it to the hirer if it becomes apparent that the hirer has provided the company with incorrect information about (one of) the terms and conditions of employment as referred to in paragraph 1.
- 14.3 If the hirer intends to make a car available to the employee, the hirer shall immediately notify the company thereof. The hirer and the employee can agree on the fact that the car can be used for private purposes only in consultation with the company, so that the company can take this into account in the withholding taxes. If the hirer fails to do so, he is obliged to compensate any ensuing costs and damages incurred by the company.

ARTICLE 15

CIVIL-LAW CHAIN LIABILITY FOR WAGES

- 15.1 Like the company, the hirer is jointly and severally liable towards the employee for the payment of the wages owed to the employee, pursuant to Section 7:616a of the Dutch Civil Code, unless the hirer considers himself non-culpable with regard to any underpayment.
- 15.2 For the purpose of proving that the hirer is not at fault, the hirer must notify the company in time, correctly and in full about the terms and conditions of employment referred to in Article 21 or 24 of the general terms and conditions.
- 15.3 The company has an obligation towards the hirer to remunerate the employee in accordance with the applicable rules and legislation.

ARTICLE 16

(DIRECT) EMPLOYMENT RELATIONSHIP BETWEEN THE HIRER AND THE EMPLOYEE

- 16.1 If the hirer wants to conclude an employment contract or another type of employment relationship directly with an employee assigned to him by the company, he must notify the company thereof in writing immediately. The parties shall then confer in order to discuss the hirer's wish. The basic principle is that the hirer owes the company a reasonable fee for the services provided by the company in connection with the assignment, recruitment and/or training of the employee in accordance with the provisions of Section 9a.2 of the Dutch Placement of Personnel by Intermediaries Act.
- 16.2 "Another type of employment relationship" as referred to in this paragraph includes, among other things:
- a. the contract for services;
 - b. contracting work;
 - c. the assignment of the employee to the hirer by a third party (e.g. another company) for the same or other work.
- 16.2 The hirer shall not conclude an employment contract with the employee directly if the employee has not terminated the temporary

employment contract with the company in a legally valid manner.

16.3 The hirer is not permitted to entice employees to conclude an employment contract or another type of employment relationship with another company with the intention of hiring the employees through this other company.

ARTICLE 17

THE HIRER'S DUTY OF CARE AND INDEMNIFICATION OF THE COMPANY

17.1 The hirer is aware of the fact that by virtue of Section 7: 658 of the Dutch Civil Code and the applicable working conditions legislation, it is his duty to ensure employees have a safe workplace. The hirer shall give employees specific instructions in order to prevent the employees from suffering any injuries during the fulfilment of their duties. The hirer also makes personal protection equipment available to the employee, where necessary, and other required job-related tools as provided to the hirer's own personnel. If these requirements are arranged by the company, it is entitled to charge the associated costs to the hirer.

17.2 Before the start of the assignment, the hirer gives the employee and the company the necessary information about the employee's required professional qualifications, as well as the hazard identification and risk assessment (HIRA), relating to the specific characteristics of the position to be fulfilled. The employee must be given enough opportunity to read the content before being able to start his duties.

17.3 The hirer is liable towards the employee and the company for and consequently obliged to compensate any damage suffered by the employee during the performance of his duties, unless the damage is to a large extent the result of the employee's intent or wilful recklessness, with due observance of the provisions of Article 7.

17.4 If the employee sustains fatal injuries during the fulfilment of his duties, the hirer is liable, in accordance with Section 6:108 of the Dutch Civil Code, towards the persons referred to in that section and towards the company obliged to pay those persons compensation, unless the injuries were to a large extent the result of intent or wilful recklessness on the part of the employee, with due observance of the provisions of Article 7. Furthermore, the hirer must pay the company the costs in connection with the payment to be made pursuant to Section 7:674 of the Dutch Civil Code.

17.5 The hirer fully indemnifies the company against claims brought against the company on account of the hirer's failure to fulfil the obligations set out in this article and he shall fully compensate the company for the associated costs of legal aid. The hirer allows the company to assign its claim referred to in this article to the directly interested party or parties.

17.6 The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in this article.

ARTICLE 18

IDENTIFICATION AND PERSONAL DATA

- 18.1 Under the Dutch Compulsory Identification Act, the hirer is required to verify the identity of an employee at the start of an employee's assignment on the basis of an original identity document. The hirer holds records in such a way that the employee's identity can be confirmed.
- 18.2 The company and the hirer shall treat all personal data from employees disclosed to them within the framework of an assignment in confidence and they shall process those details in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant privacy legislation.
- 18.3 Depending on the responsibilities and working method, the parties make the arrangements in accordance with the GDPR and related privacy legislation regarding, among other things, data breaches, the rights of data subjects and retention periods. In the event of a joint processing responsibility, the company and the hirer shall make further agreements about, among other things, data subjects exercising their rights and the duty of disclosure. Such agreements shall be set forth in an arrangement between them.
- 18.4 It is the hirer's responsibility to ensure that it discloses personal data to or requests personal data from the company only if and to the extent that the hirer is entitled under the GDPR to disclose or request personal data.
- 18.5 The hirer indemnifies the company against all claims brought against the company by job applicants, staff members, employees of the hirer or other third parties in connection with the hirer's violation of the GDPR or other privacy legislation and shall compensate the associated costs incurred by the company.



Chapter 2a

Assignment of employees: assignment

ARTICLE 19

APPLICABILITY OF GENERAL PROVISIONS

The provisions of Chapters 1 and 2 of these general terms and conditions apply to the assignment of employees with a temporary employment contract within the meaning of Section 7:690 of the Dutch Civil Code, as mentioned in Article 12.

ARTICLE 20

SELECTION OF EMPLOYEES

- 20.1 The company selects employees on the basis of their qualities and skills on the one hand and the job requirements presented by the hirer on the other.
- 20.2 The hirer cannot stipulate requirements that are irrelevant to the position and which (may) also result in direct or indirect discrimination in relation to, for instance, race, religion, gender and/or disability. In any case, the company shall not honour such requirements, unless they are made within the framework of a target group policy that is permitted by law in order to promote equal employment participation.
- 20.3 If an employee fails to fulfil the job requirements stipulated by the hirer, the hirer can notify the company thereof within four hours of the start of the work. In that case, the hirer is obliged to pay the company at least the wages owed to the employee, plus the employer's share of the social insurance contributions and premium payments and the obligations ensuing from the NBBU collective labour agreement.
- 20.4 The company may assign the employee to multiple hirers.
- 20.5 During the term of the temporary employee services contract, the company can suggest to replace the employee, for instance if the employee is no longer able to perform the work or in connection with an imminent reorganisation or reinstatement obligation. In that case, the hirer rate shall be reviewed.

ARTICLE 21

THE HIRER RATE IN THE EVENT OF ASSIGNMENTS

- 21.1 The hirer owes the company the hirer rate for the assignment, except when other agreements have been made in that respect.
- 21.2 The hirer rate is in direct proportion to the terms of employment that the company owes to the employee. In accordance with the NBBU collective labour agreement for Agency Workers, the assigned

employee is entitled to equivalent pay, as is the case for employees of the hirer with a similar position.

- 21.3 The equivalent pay is determined prior to the assignment and, if necessary, during the assignment. The hirer informs the company as referred to in Article 14, paragraph 1, of these general terms and conditions.
- 21.4 If the employee cannot be grouped in the hirer's job classification system, the employee's remuneration is determined on the basis of the interviews held by the company with the employee and the hirer. As part of that process, the required abilities involved in the fulfilment of the position, the responsibilities, experience and level of training shall be considered, among other things.
- 21.5 Changes in rates as a result of changes to the hirer's terms and conditions of employment, collective labour agreement obligations and changes in or on account of legislation and regulations, such as tax and social legislation and regulations, are passed on to the hirer as from the effective date of those changes and shall be payable by the hirer accordingly, regardless of these changes occurring during the term of a temporary employee services contract.
- 21.6 If it concerns an open-ended assignment as referred to in Article 13.1 and the parties have made no agreement on the notice period, a notice period of at least ten calendar days applies, unless the employee has a fixed-term or an open-ended temporary employment contract, in which case the notice period is one and three months respectively.



Chapter 2b

Assignment of employees: payrolling

ARTICLE 22

APPLICABILITY OF GENERAL PROVISIONS

The provisions of Chapters 1 and 2 of these general terms and conditions apply to the assignment of employees with a payroll contract within the meaning of Section 7:692 of the Dutch Civil Code, as mentioned in Article 12.

ARTICLE 23

THE HIRER'S DUTY OF DISCLOSURE IN THE CASE OF PAYROLLING

In the event of successive terms of employment, the hirer shall notify the company correctly and in full about the employee's employment history at the hirer. If the hirer fails to do so, the ensuing unforeseen costs and any damage shall be charged to the hirer.

ARTICLE 24

THE HIRER RATE IN THE EVENT OF PAYROLLING

- 24.1 The hirer owes the company the hirer rate for the assignment, except when other agreements have been made in that respect. The hirer rate is in direct proportion to the wages owed to the employee.
- 24.2 In accordance with Section 8a of the Dutch Placement of Personnel by Intermediaries Act, the employee is entitled to, at least, the same terms and conditions of employment as those that apply to employees employed by the hirer, fulfilling the same or similar positions. In derogation thereof, an effective pension scheme may apply.
- 24.3 Before the start of the assignment, the hirer notifies the company in writing about the collective labour agreement or the remuneration scheme in force at his business, the legal status contained therein, the pension scheme and all (interim changes to) the terms and conditions of this collective labour agreement or remuneration scheme that are relevant to the assignment, such as the wages, overtime, the continued payment of wages during illness and leave schemes.
- 24.4 Changes in rates as a result of changes to terms and conditions of employment, collective labour agreement obligations and changes in or on account of legislation and regulations, such as tax and social legislation and regulations, are passed on to the hirer as from the effective date of those changes and shall be payable by the hirer accordingly, regardless of these changes occurring during the term of a temporary employee services contract.
- 24.5 If an employee fails to fulfil the job requirements stipulated by the hirer and the hirer did not play a role in the allocation (recruitment and selection) process of the employee, the hirer can notify the company

thereof within four hours of the start of the work. In that case, the hirer is obliged to pay the company at least the wages owed to the employee, plus the employer's share of the social insurance contributions and premium payments under the obligations ensuing from the applicable collective labour agreement/remuneration scheme.

24.6 If it concerns an open-ended assignment as referred to in Article 13.1 and the parties have made no agreement on the notice period, the hirer's payment obligations in connection with the assignment shall continue until the payroll contract between the payroll company and the payroll employee terminates. In that case, the payroll company is entitled to (continue to) charge the hirer the hirer rate in accordance with the customary or anticipated working pattern of the payroll employee.



Chapter 3

Terms and conditions for job placement services

ARTICLE 25 APPLICABILITY OF GENERAL PROVISIONS

The purport of the provisions of Chapter 1 of these general terms and conditions, more specifically, Articles 1, 2, 3, 4.6, 5 to 11 and Article 18, apply by analogy to the job placement contract between the job placement company and the client.

ARTICLE 26 FEE AND CONTENT OF THE JOB PLACEMENT CONTRACT

26.1 The fee owed to the job placement company by the client may consist of either a pre-agreed fixed amount or a pre-agreed percentage of the full-time gross annual salary offered to the jobseeker, plus a vacation allowance.

26.2 Unless agreed otherwise in writing, the fee referred to in paragraph 1 of this article is payable only if the job placement services have resulted in an employment contract or another employment relationship within the meaning of Article 16.2, with a jobseeker selected by the job placement company. The fee is also payable if the jobseeker selected by the job placement company shall otherwise perform work for the client, for instance by way of an assignment.

26.3 The specific conditions on the basis of which the job placement company performs its job placement services are set out in the job placement contract.

26.4 Any memorandum items shall be charged on the basis of actual costs.

ARTICLE 27 EMPLOYMENT RELATIONSHIP BETWEEN THE CLIENT AND THE JOBSEEKER

If during the term of the instruction for job placement services or within six months of the end thereof, the client himself (still) enters into an employment contract or a collaboration as referred to in Article 16.2 with a jobseeker selected by the job placement company, he must immediately pay the job placement company the agreed fee.

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