

General Terms and Conditions of Holland Employment Experts for Hirers

These General Terms and Conditions consist of general provisions in Chapter I and supplementary provisions in Chapter II. The general provisions apply to all agreements concluded by or on behalf of Holland Employment Experts or (in cooperation) with the Hirer. The specific chapter is only applicable when the Hirer makes use of the relevant services of Holland Employment Experts.

Chapter I General provisions

Chapter II Additional provisions for self-employed persons

I. GENERAL PROVISIONS

Article 1 Applicability

1. These general terms and conditions shall apply to all offers, quotations, assignment confirmations issued by Holland Employment Experts and all agreements concluded between Holland Employment Experts and the party concerned.
2. The applicability of general terms and conditions of any kind on the part of the Hirer is expressly rejected, even if the Hirer expressly declares his general terms and conditions applicable to the agreement.
3. Clauses and agreements deviating from these general terms and conditions are valid only if and insofar as Holland Employment Experts has explicitly confirmed such deviation in writing. The deviation referred to here shall then only apply to that one agreement.
4. If one or more provisions of these general terms and conditions are annulled or declared null and void, the situation to which the provision in question related shall be interpreted in accordance with the purport of the provision annulled or declared null and void.
5. The annulment or invalidation of one or more provisions of these general terms and conditions shall not affect the validity of the remaining provisions of these general terms and conditions.
6. These general terms and conditions came into effect on 9 December 2021 and replace all previous general terms and conditions.
7. Holland Employment Experts is at all times entitled to amend the general terms and conditions. The general terms and conditions amended by Holland Employment Experts shall apply to the Hirer starting thirty calendar days after he has been notified of the amendment in writing.

Article 2 Definitions

1. *Holland Employment Experts*: a trade name of Pay for People B.V., (Chamber of Commerce number 24329691), all legal entities belonging to the group of Holland Employment Experts B.V. (hereinafter also referred to as: "the Employer").
2. *Temporary employment agreement*: the employment agreement within the meaning of Section 7:690 of the Dutch Civil Code (hereinafter referred to as: 'the Dutch Civil Code'), under which the Employee is made available on a non-exclusive basis to a third party by Holland Employment Experts in the course of the business of Holland Employment Experts, after mediation by Holland Employment Experts, to carry out work under the supervision and management of that third party.
3. *Payroll Agreement*: the payroll agreement as referred to in Section 7:692 of the Dutch Civil Code, is the temporary employment agreement, whereby the contract for professional services between Holland Employment Experts and the third party has not been formed within the framework of bringing together demand and the labour market and whereby Holland Employment Experts is authorised to make the Employee available to another party only with the consent of the third party.
4. *Hirer*: the third party pursuant to paragraphs 2 and 3 of this article, under whose management and supervision the Employee is made available, including the Intermediary if and insofar as the Intermediary hires the Employee directly from Holland Employment Experts.
5. *Intermediary*: any natural or legal person who, in collaboration with Holland Employment Experts, brings together supply and demand on the labour market.

6. *Employee*: any natural person who has entered into a Temporary Employment Agreement or a Payroll Agreement with Holland Employment Experts to carry out work under the management and supervision of the Hirer.
7. *Assignment*: all agreements within the meaning of Section 7:400 et seq. of the Dutch Civil Code entered into by Holland Employment Experts, including the agreement between Holland Employment Experts and the Hirer pursuant to which (and to that extent each time) an Employee is made available to the Hirer by Holland Employment Experts – including the agreement that is continued with regard to a replacement Employee, if replacement is permitted and actually takes place – to carry out work under the latter’s management and supervision in exchange for payment by the Hirer to Holland Employment Experts of the Hiring Fee.
8. *Hiring Agreement*: a contract for professional services between the Hirer and Holland Employment Experts pursuant to which Holland Employment Experts places the Employee at the disposal of the Hirer to carry out work under the latter’s direction and supervision in return for payment of the Hiring Fee by the Hirer to Holland Employment Experts.
9. *Posting*: the employment of the Employee in the framework of an Assignment.
10. *Hiring Fee*: the rate owed by the Hirer to Holland Employment Experts, excluding surcharges, expenses and VAT. Unless stated otherwise, the fee is charged per hour.
11. *Temporary Employment Clause*: pursuant to Section 7:691(2) of the Dutch Civil Code or the collective labour agreement (CLA) for Temporary Agency Workers.
12. *Hirer’s Remuneration*: the applicable remuneration in accordance with the CLA for Temporary Agency Workers.
13. *Pay ratio provision*: equal pay pursuant to Section 8a of the Workforce Allocation Act [Wet allocatie arbeidskrachten door intermediairs, Waadi].
14. *Self-Employed Person*: The person who carries out work for his own account and risk and not under the management or supervision of a Client.

Article 3 Duration and end of the Hiring Agreement

1. The Hiring Agreement and/or Assignment is entered into for an indefinite period, unless the parties have agreed otherwise in writing.
2. The Hiring Agreement and/or Assignment for a fixed period cannot be terminated prematurely, unless agreed otherwise in writing.
3. Notice of termination of the Hiring Agreement and/or Assignment must be given in writing.
4. A notice period of at least three months applies to both the Hiring Agreement for an indefinite period and the Hiring Agreement for a definite period in which the possibility of premature termination has been agreed upon in writing.
5. The end of the Hiring Agreement also results in the end of the Assignment.
6. As a result of the termination of the Hiring Agreement and/or Assignment, Holland Employment Experts is no longer required to continue the Posting of the Employee(s).
7. The Posting ends by operation of law if and when Holland Employment Experts, for whatever reason, can no longer make the Employee available.
8. Rights and obligations arising from the Hiring Agreement and these general terms and conditions, which by their nature and content are intended to continue, including liability and dispute resolution, will remain in full force after termination or dissolution of the Hiring Agreement.

Article 4 Suspension, dissolution and termination

1. Holland Employment Experts and the Hirer are entitled to terminate the Hiring Agreement in full or in part with immediate effect, without notice of default and without judicial intervention, without this giving rise to any obligation to compensate the terminating party for any loss, if one of the following

circumstances arises:

- a. The other party is declared bankrupt.
 - b. The other party is granted a moratorium (provisional or otherwise).
 - c. The other party's business is liquidated or discontinued.
2. If the Hirer fails to fulfil his obligations towards Holland Employment Experts or fails to do so on time or in full, or if Holland Employment Experts has good reason to fear such failure, Holland Employment Experts shall be entitled, after giving written notice, to suspend further performance of the Hiring Agreement in whole or in part or to rescind the Hiring Agreement. If the Hirer makes use of multiple services of Holland Employment Experts (or of a company affiliated to it), Holland Employment Experts shall also be entitled to suspend performance of those other agreements until the Hirer has fulfilled his obligations to Holland Employment Experts, or to rescind the agreements.
 3. Moreover, Holland Employment Experts shall also be entitled to dissolve the Hiring Agreement if circumstances arise of such a nature that implementation of the Hiring Agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the Hiring Agreement cannot reasonably be required of Holland Employment Experts.
 4. If the Hiring Agreement is dissolved, the claims of Holland Employment Experts against the Hirer shall become immediately due and payable. If Holland Employment Experts suspends fulfilment of its obligations, it will retain its claims under the law and/or the Hiring Agreement.
 5. If Holland Employment Experts proceeds with suspension or dissolution, it shall not be liable in any way whatsoever for compensation of losses and costs incurred as a result.
 6. The Hirer is not entitled to temporarily or partially suspend the Employee's employment, unless the parties have agreed to this in writing and/or in the event of force majeure within the meaning of Section 6:75 of the Dutch Civil Code.
 7. In the event of non-performance by the Hirer of its (payment) obligations towards Holland Employment Experts, the Hirer shall provide security upon first request from Holland Employment Experts in a manner to be determined by Holland Employment Experts.
 8. If the dissolution is attributable to the Hirer, the Hirer shall be entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.

Article 5 Employee selection

1. Before commencement of the Assignment, to fill the vacancy of the Hirer, the Hirer shall provide Holland Employment Experts with the necessary information, including a job description, job requirements, working hours, workplace, working conditions and the intended duration of the Assignment.
2. Holland Employment Experts will decide – possibly in cooperation with the Intermediary – which (potential) Employee it will propose to the Hirer for the purpose of carrying out the Assignment, based on the information provided by the Hirer and the qualities, knowledge and skills of the (potential) Employee who is eligible for Posting, as known to it. The Hirer has the right to reject the proposed (potential) Employee, as a result of which the Posting of the proposed (potential) Employee will not take place.
3. Holland Employment Experts is required to make every effort to carry out the Assignment properly.
4. Holland Employment Experts shall not be guilty of any attributable failure and shall not be liable for any compensation towards the Hirer in the event that the vacancy is not filled. Holland Employment Experts accepts no liability for defects in the Posting.

Article 6 The Posting

1. The supplemental conditions under which the Employee is made available to the Hirer will be agreed upon in the Hiring Agreement and the placement confirmation.
2. The Hirer will employ the Employee in accordance with the provisions of the Hiring Agreement and the placement confirmation. Deviation from this is only possible if and insofar as Holland Employment

Experts and the Employee have agreed to this deviation in writing and in advance.

Article 7 Replacement and availability of the Employee

1. Holland Employment Experts shall not be accountable to the Hirer and shall not be liable to pay any damages or costs to the Hirer, if for any reason whatsoever Holland Employment Experts cannot or can no longer post an Employee in the manner agreed upon in the confirmation of placement.
2. Holland Employment Experts shall, if so desired by the Hirer, make every effort to provide a proper replacement in the short term at the moment the situation pursuant to paragraph 1 of this article occurs. The parties will consult again to agree on the Hiring Fee.
3. Holland Employment Experts shall not fail imputably and shall not be liable for compensation towards the Hirer in the event that Holland Employment Experts fails to provide a replacement pursuant to paragraph 2 of this article.

Article 8 Position and remuneration of the Employee

1. Before commencing the Assignment, the Hirer shall provide Holland Employment Experts with the description of the position to be carried out by the Employee, the CLA/own remuneration scheme applicable at the Hirer's company, the associated grading and the applicable pension scheme.
2. The Hirer is required to report interim changes with regard to the data in paragraph 1 of this article and any established initial wage increases immediately and proactively to Holland Employment Experts. Holland Employment Experts is, however, entitled to amend on its own initiative the relevant CLA/own remuneration scheme, the associated grading and/or the applicable pension scheme if it observes that a change has occurred. This does not release the Hirer from its obligations referred to in the first paragraph.
3. The Employee's remuneration, including any additional pay and expense allowances, will be determined in accordance with the applicable CLA/own remuneration scheme, based on the grading and job description provided by the Hirer. Additional pay and expense reimbursements will be invoiced to the Hirer, unless otherwise agreed, at the Hirer's rate plus any surcharge percentage.
4. If at any time it appears that the job description and associated grading does not correspond to the position actually carried out by the Employee, the Hirer will promptly inform Holland Employment Experts of the correct job description and associated grading. The Employee's remuneration will be determined once again based on the new job description. If the adjustment leads to a higher remuneration, Holland Employment Experts is required to correct the remuneration (with retroactive effect). The Hirer shall owe the corrected rate (with retrospective effect) to Holland Employment Experts. Holland Employment Experts is entitled to correct the consequently increased Hiring Fee (with retroactive effect) and charge it to the Hirer.
5. The Hirer is responsible towards Holland Employment Experts for the correctness and clarity of the job description, the collective labour agreement (CLA) applicable at the Hirer's company, the associated grading and the applicable pension scheme. Any incompleteness or inaccuracy in the information provided by the Hirer regarding the correct terms and conditions of employment and grading will constitute a breach of contract or attributable failure on the part of the Hirer towards Holland Employment Experts.
6. If Holland Employment Experts receives a wage claim from the Employee in connection with incorrect grading and/or remuneration, the Hirer is required to provide the information required to resolve the dispute. If the Hirer fails to provide the necessary information (or fails to do so in a timely manner) and fails to cooperate in the gathering of the necessary evidence, Holland Employment Experts has the right to resolve the dispute at its own discretion and to charge the Hirer for the associated costs.

Article 9 Working hours, working times, company closures, compulsory days off and strikes

1. The Employee's working hours, working times and rest periods are the same as the usual times and hours at the Hirer's company. The Hirer guarantees that the working hours and the rest and working times of the Employee meet the legal requirements. The Hirer will ensure that the Employee does not exceed the legally permitted working times and the agreed upon scope of work.
2. The Hirer is required to register the Employee's hours and to submit them to Holland Employment Experts.
3. The Hirer will ensure that time sheets are correct and complete and is required to ensure, or have others ensure, that the details of the Employee included therein are stated correctly and truthfully, such as: the Employee's name, the number of hours worked, overtime hours, irregular hours and shift hours, the other hours for which the Hiring Fee is payable pursuant to these general terms and conditions, assignments and/or other agreements, any additional pay and any costs actually incurred.
4. The Employee's holidays and leave will be arranged in accordance with the law and the CLA and will be determined in consultation between the Employee, the Hirer and Holland Employment Experts.
5. The Hirer shall inform Holland Employment Experts prior to the Assignment, and in the event of changes in the interim, with regard to any company closures and collective mandatory days off during the term of the Assignment.
6. The Hirer shall not deploy the Employee to carry out work at its own company or business or the part thereof in which a strike, lockout or sit-in is taking place.
7. The Hirer shall indemnify Holland Employment Experts against all damage suffered by Holland Employment Experts in the event of a breach or non-performance of this article by the Hirer.
8. If the Hirer does not enable the Employee to carry out the agreed upon work, on the understanding that Employee has reported in accordance with the agreements made with regard to time and location, the Hirer will owe Holland Employment Experts at least the Hiring Fee for three hours worked.
9. In the case of an on-call contract pursuant to Section 7:628a of the Dutch Civil Code and if the Hirer fully or partially withdraws the call for work to be carried out or changes the times within four days before the start of the work, the Employee shall be entitled to the salary to which he would have been entitled if he had carried out the work in accordance with the call. The Hirer owes the Hiring Fee over these hours.

Article 10 Working conditions

1. The Hirer is responsible towards the Employee and Holland Employment Experts for compliance with the obligations arising from Section 7:658 of the Dutch Civil Code, the Working Conditions Act [Arbeidsomstandigheden Wet] and the associated regulations in the field of safety at work and good working conditions in general. The Hirer declares to be familiar with the fact that he is considered a material employer pursuant to the Working Conditions Act.
2. In the exercise of management and supervision, as well as with regard to the implementation of the work, the Hirer will behave towards the Employee with the same care as he is obliged to do towards his own employees.
3. The Hirer is required to provide written information to the Employee and Holland Employment Experts in good time, and in any case within one working day prior to the commencement of the work, with regard the required professional qualifications and the specific characteristics of the job to be filled. The Hirer shall actively inform the Employee about the Risk Inventory and Evaluation (RI&E) used within his company.
4. If the Employee suffers an occupational accident at work or develops an occupational illness, the Hirer shall, if required by law, notify the competent authorities promptly and ensure that a written report is drawn up without delay. The report shall record the circumstances of the occupational accident or illness in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the occupational accident or illness was caused by the fact that insufficient measures were

taken to prevent the occupational accident or illness. The Hirer shall inform Holland Employment Experts as soon as possible regarding the occupational accident or illness and shall submit a copy of the report drawn up.

Article 11 Liability

1. If the Hirer fails to fulfil one or more obligations arising from the Hiring Agreement or from these general terms and conditions towards Holland Employment Experts or Employee, the Hirer shall be liable to compensate Holland Employment Experts for any loss suffered by Holland Employment Experts directly or indirectly as a result of such a failure, without a notice of default being required.
2. The damage referred to in paragraph 1 shall also include all costs related to this damage incurred by Holland Employment Experts, including the costs of legal assistance.
3. The Hirer shall compensate the Employee for all damages that the Employee suffers or causes in the performance of his duties, if and insofar as the Hirer is liable for such damage pursuant to Section 7:658 and/or Section 7:611 and/or Section 6:162 of the Dutch Civil Code. The Hirer shall compensate the Employee for the damage he suffers in the event that an item belonging to him, which was used in the context of the assigned work, is damaged or destroyed.
4. Holland Employment Experts is not liable for any damage inflicted by Employees while they were made available to the Hirer. The Hirer indemnifies Holland Employment Experts for any damage caused by or to the Employee, the Hirer or to third parties or their property.
5. The provisions of this article do not in any way affect the right of Holland Employment Experts to bring other claims against the Hirer, including the claim for performance, or the right of Holland Employment Experts to take other legal action such as an invocation of dissolution or a claim for damages.
6. The Hirer shall, to the extent possible, take out adequate insurance against liability pursuant to the provisions of this article. At the request of Holland Employment Experts, the Hirer shall provide proof of insurance.

Article 12 Hiring and secondment

1. The Hirer is not permitted to hire an Employee of Holland Employment Experts and to second him to a third party, unless the parties have agreed otherwise in writing beforehand. Third party shall also be understood to mean any person or legal entity with which the Hirer is affiliated in a group. If the parties have agreed otherwise in writing, paragraphs 2 to 5 of this article shall apply.
2. The Hirer is required to agree in writing with the third party, prior to the secondment, that:
 - a. The Employee is being made available to third parties to carry out work under their management and supervision.
 - b. The third party will keep records of man-hours.
 - c. The third party will provide the Employee with the correct information regarding the nature of the work and related safety aspects so that the Employee receives a correct risk inventory and evaluation of the workplace.
3. The Hirer is and will at all times remain responsible for correctly determining the Employee's gross hourly wage and other allowances that are at least equal to the wage and allowances awarded to employees working in equivalent positions in the employment of the third party or according to the CLA that would apply if the third party-hirer would employ these Employees itself. All of this in conformance with Section 8 and 8a of the Workforce Allocation Act.
4. If it turns out (afterwards) that the correct terms of employment have not been applied to the Employee, the Employer will still be required to apply the correct terms of employment retroactively. All costs associated with this shall be charged to the Hirer.
5. If the third party, the Employee or any other third party holds the Employer liable in the context of the secondment, Holland Employment Experts and the Hirer undertake, now for then, to end and avoid

uncertainty and/or disputes about what applies in law between Holland Employment Experts and the Hirer, towards each other, to the stipulation that the Hirer indemnifies the Employer against all claims against the Employer arising from the secondment, including those of the third party, the Employee or any other third party, which stipulation is also intended to apply insofar as it deviates from the pre-existing legal position.

Article 13 Offering employment contracts, Hiring Agreements and Posting abroad

1. Holland Employment Experts is free in its choice of whether or not to enter into an agreement with the Employee and/or the Hirer. There is therefore no obligation on Holland Employment Experts to deliver to the Hirer.
2. The Employee does not have the right to carry out work abroad without the written permission of Holland Employment Experts.
3. If the Hirer fails to comply with the provisions of paragraph 2 of this article, Holland Employment Experts shall be entitled to recover from the Hirer any resulting damage and/or fines.

Article 14 Entering into an employment relationship with the Employee

1. The (prospective) Hirer is only entitled to enter into a direct employment relationship with the Employee if and insofar as the requirements in paragraphs 2 to 8 of this article are met.
2. If the (prospective) Hirer enters into a direct employment relationship with the Employee for the same job or another job, the Hirer shall owe Holland Employment Experts a fee.
3. The fee referred to in paragraph 2 of this article equals 25% of the most recently applicable Hiring Fee excluding VAT * 1,500 hours, unless the parties have agreed otherwise in writing. If the parties have not yet agreed on a Hiring Fee, the (prospective) Hirer shall immediately owe Holland Employment Experts an amount of €7,500 excluding VAT, without further summons or notice of default and without prejudice to the right of Holland Employment Experts to claim full compensation.
4. For the purposes of this article, entering into an employment relationship with an Employee is understood to mean:
 - a. entering into an employment agreement, a contract for work and/or a contract for professional services by the Hirer with the Employee;
 - b. appointing the Employee concerned as an official for the same or another job;
 - c. having the Employee in question posted to a Hirer by a third party (e.g., another temporary employment agency);
 - d. entering into an employment relationship by the Employee with a third party, whereby the Hirer and that third party are affiliated in a group (as referred to in Section 2:24b of the Dutch Civil Code) or one is a subsidiary of the other (as referred to in Section 2:24a of the Dutch Civil Code).
5. For the purposes of the aforementioned sections, the Employee shall also be understood to mean:
 - a. the (prospective) Employee registered with Holland Employment Experts;
 - b. the (prospective) Employee who has been introduced to the Hirer.
6. The Hirer shall also owe the payment referred to in paragraph 3 of this article if the Hirer has come into contact with the Employee through the agency of Holland Employment Experts or an Intermediary of Holland Employment Experts and:
 - a. The Employee applies to the Hirer, either directly or through a third party, within six months after the contact is established, and as a result of that, enters into an employment relationship with the relevant Hirer;
 - b. The Hirer approaches the Employee directly or through third parties within six months after the contact has been established and as a result, enters into an employment relationship with the Employee concerned;
 - c. The Employee, either directly or through a third party, applies to the Hirer within six months

- after the Posting to the Hirer has ended, and as a result enters into an employment relationship with the relevant Hirer;
- d. The Hirer approaches the Employee directly or through third parties within six months after the Posting to the Hirer has ended, and as a result the Hirer enters into an employment relationship with the relevant Employee;
7. The Hirer is only entitled to enter into an employment relationship with an Employee insofar as the provisions of this paragraph below are met.
 - a. The Hirer will inform Holland Employment Experts in writing of its intention to enter into an employment relationship with the Employee before acting on that intention.
 - b. The Hirer will not enter into an employment relationship with the Employee as long as the Employee cannot legally terminate the employment agreement with Holland Employment Experts or have the employment agreement terminated.
 - c. The Hirer shall not enter into an employment relationship with the Employee as long as the Hirer cannot legally terminate or have terminated the assignment with the Employee.
 8. If the Hirer enters into an employment relationship with the Employee in breach of the provisions of this article, the Hirer shall be required to pay the agreed Hiring Fee for the Employee concerned for the remaining duration of the assignment. Moreover, the Hirer shall pay the compensation provided for in paragraph 3 of this article.

Article 15 Hiring Fee

1. The Hiring Fee owed to Holland Employment Experts by the Hirer will be calculated over the hours worked by the Employee and/or (if this number is higher) over the hours to which Holland Employment Experts is entitled under the general terms and conditions, assignments and/or other agreements and/or the additional pay (factor) and costs payable by Holland Employment Experts to the Employee. VAT will be charged on the Hiring Fee, the additional pay and the cost reimbursements.
2. Holland Employment Experts has the right to adjust the Hiring Fee during the term of the Assignment if the costs for Holland Employment Experts also increase, for instance as a result of a change in the CLA and/or the own remuneration scheme and/or legislation and regulations and/or an (initial) wage increase of the Employee. Holland Employment Experts shall inform the Hirer of this in writing and as soon as possible.
3. The Hirer has the right to terminate the Assignment prematurely with at least one month's notice in the event that the Hirer does not agree with the increase specified in paragraph 2 of this article. The Hirer does owe the adjusted Hiring Fee to Holland Employment Experts during the notice period.
4. If, based on the applicable CLA and/or own remuneration scheme and/or the laws and regulations, Holland Employment Experts is required to adjust the Employee's remuneration retroactively, Holland Employment Experts shall have the right to retroactively invoice the Hirer for the resulting increased Hiring Fee.
5. Holland Employment Experts is at all times entitled to modify the Hiring Fee (during the Hiring Agreement and/or Assignment). Holland Employment Experts shall notify the Hirer of its intention to modify the Hiring Fee. Holland Employment Experts will also state the amount of the adjustment and the date on which it will take effect.

Article 16 Invoicing

1. Holland Employment Experts will invoice the Hirer based on the hourly statement/time sheet and/or additional pay and/or cost reimbursements entered by the Hirer and/or Employee and/or Intermediary in the Holland Employment Experts web application, Pay4me.
2. Before the Hirer submits the hourly declaration/time registration form to Holland Employment Experts using Pay4me, the Hirer shall give the Employee the opportunity to check the hourly claim/time sheet. If and insofar as the Employee disputes the data stated in the hourly declaration/time registration, Holland

Employment Experts is entitled to determine the hours and costs in accordance with the Employee's statement, unless the Hirer can prove that the information he has reported is correct.

3. The Hirer has the right to outsource the hourly declaration/time registration in Pay4me to the Intermediary and/or Employee. In this regard, Pay4me has an approval function for the Employee and/or Intermediary and/or the Hirer. The outsourcing of the entry in Pay4me shall not relieve the Hirer of its obligations pursuant to Article 9 of these general terms and conditions.
4. Holland Employment Experts has the right to invoice costs to the Hirer regarding payment obligations of the Hirer that arise from the provisions of the Assignment and/or Hiring Agreement and/or these general terms and conditions and/or the applicable CLA and/or legislation and regulations, but which are not related to an hourly rate entered in Pay4me.

Article 17 Payment term and consequences of late payment

1. Unless the parties have agreed otherwise in writing, the Hirer is required at all times to pay the invoice submitted by Holland Employment Experts in respect of the services provided by Holland Employment Experts within fourteen calendar days of the invoice date.
2. Only payments made by the Hirer to Holland Employment Experts itself will relieve the Hirer of this obligation. Payments made to third parties, including the Employee, are non-binding and can never constitute grounds for debt reduction or settlement.
3. The Hirer shall not have the right to settlement, set off, offset or suspend any payment obligation.
4. If a Holland Employment Experts invoice sent to the Hirer is not paid before the end of the term of payment, the Hirer shall be in default by operation of law from that moment with no notice of default being required.
5. In the event of late and/or incomplete payment, the Hirer shall receive a written reminder. If full payment has not been received within seven calendar days of the date of the reminder, the Hirer shall owe €15 in administrative costs per invoice. If full payment is not received within twenty-one days of the date of the reminder, the Hirer shall owe a 2% penalty and the statutory commercial interest on the outstanding invoice amount.
6. The copy of the invoice sent to the Hirer by Holland Employment Experts shall serve as full proof of the administrative costs, penalty and interest being due, as well as of the moment at which the interest begins to accrue.
7. Objections concerning an invoice must be submitted in writing to Holland Employment Experts within 7 calendar days of the invoice date, whereby the burden of proof of timely submission rests with the Hirer.
8. A timely invocation of the right of claim referred to in paragraph 7 of this article shall not suspend the Hirer's payment obligations, nor shall it create a right of offset for the Hirer.
9. All collection costs, including the full costs of legal assistance, both in and out of court, shall be borne entirely by the Hirer. The fee in respect of extrajudicial costs shall be fixed at 15% of the principal amount owed including interest, with a minimum of €500 per claim. This fee shall always be charged and payable by the Hirer, without any further proof being required, as soon as legal assistance is called in by Holland Employment Experts or the claim has been passed on for collection by Holland Employment Experts.

Article 18 Special obligations regarding the Employee's identity

1. The Hirer to whom the Employee is made available will verify and establish the Employee's identity in accordance with the applicable laws and regulations, including the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen, Wav], the Wage Tax Act [Wet op de loonbelasting] and the Compulsory Identification Act [Wet op de identificatieplicht]. The Hirer shall also comply with the administrative and custody obligations incumbent upon it in this respect.
2. With regard to foreign nationals, the Hirer expressly states that it is familiar with the Foreign Nationals (Employment) Act, which includes the requirement that, upon commencement of employment by a

foreign national, the Hirer must receive from the foreign national a copy of the document referred to in Section 1(1) to (3) of the Compulsory Identification Act. The Hirer is responsible for a careful check of this document, establishes the identity of the foreign national on the basis of the document and includes a copy of the document in its records. Holland Employment Experts shall not be responsible or liable for any fine imposed on the Hirer under the terms of the Foreign Nationals (Employment) Act.

Article 19 Processing of personal data

1. The Hirer explicitly declares to be familiar with the applicable laws and regulations concerning the processing of personal data. Holland Employment Experts and the Hirer are considered data controllers pursuant to Section 7 of the General Data Protection Regulation (GDPR) and will enable each other to comply with the aforementioned legislation.
2. In any case, the Hirer shall only use the personal data obtained through Holland Employment Experts for the purpose for which they were obtained, shall not retain the data for any longer than permitted under the law and shall ensure adequate security of this personal data.

Article 20 Intellectual and industrial property

1. Upon request from the Hirer, Holland Employment Experts will have the Employee sign a written statement to ensure or promote – insofar as necessary and possible – that all rights of intellectual and industrial property in the results of the work of the Employee accrue or will be transferred to the Hirer. If Holland Employment Experts owes a payment to Employee in this respect or otherwise incurs costs, the Hirer will owe Holland Employment Experts an equal payment or equal costs.
2. The Hirer is free to enter into an agreement directly with the Employee or to present him with a statement for signature regarding the intellectual and industrial property rights pursuant to paragraph 1 of this article. The Hirer shall inform Holland Employment Experts of his intention to do so and shall provide Holland Employment Experts with a copy of the agreement/statement drawn up in that regard.
3. Holland Employment Experts will not be liable towards the Hirer for any fine or penalty forfeited by the Employee or any loss suffered by the Hirer as a result of the fact that the Employee invokes any right of intellectual and/or industrial property.

Article 21 Confidentiality

1. Holland Employment Experts and the Hirer shall not disclose to third parties any confidential information from or about the other party, its activities and its business relations that has come to their knowledge as a result of the Assignment, unless – and then only to the extent that – disclosure of that information is necessary for the proper performance of the Assignment or is subject to a legal duty of disclosure.
2. Upon request from the Hirer, Holland Employment Experts will require the Employee to observe confidentiality with regard to everything known to or observed by him in the performance of the work, unless the Employee is under a statutory obligation to disclose such information.
3. The Hirer is free to immediately require the Employee to observe secrecy. The Hirer shall inform Holland Employment Experts of its intention to do so and shall provide Holland Employment Experts with a copy of the statement agreement drawn up in that regard.
4. Holland Employment Experts shall not be liable for any fine, penalty or damage suffered by the Hirer as a result of any breach of a duty of confidentiality by the Employee.

Article 22 Prohibited distinction

1. To prevent prohibited distinctions from being made, particularly on the basis of religion, philosophy of life, political persuasion, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any other grounds, the Hirer shall not be able to make any non-functional demands when providing the information regarding the work to be assigned, nor shall Holland

Employment Experts take them into consideration. The Hirer indemnifies Holland Employment Experts against any consequences of an unlawful distinction made by him.

Article 23 Rights of the Employee

1. The Hirer expressly declares to be familiar with Section 8, Section 8a, Section 8b and Section 8c of the Workforce Allocation Act. The Hirer is required to comply with these provisions.
2. The Hirer expressly declares to be familiar with Section 10 of the Workforce Allocation Act. The hirer is required to comply with this provision and to inform Holland Employment Experts fully and in good time of the intention, commencement, continuation or termination of trade union-organised or unorganised collective actions, including but not limited to a strike, lockout or sit-down strike. In the performance of its supervision and management of the Employee, The Hirer shall expressly not provide any assignments to the Employee that would violate Section 10 of the Workforce Allocation Act. Such as, but not limited to, having the Employee carry out work that is normally carried out by employees who are currently participating in the collective actions.
3. The Hirer is familiar with the Whistleblowers' Act and guarantees that the Employee will have access to the whistleblowers' scheme in the same way as the Hirer's own staff if the Hirer has such a scheme in place or the scheme applies to him.
4. If the Hirer has a complaints procedure concerning the treatment of employees, the Hirer shall ensure that the Employee has access to this complaints procedure in the same way as the Hirer's own staff. These are only complaints that do not concern the employment agency. All this, insofar as there are no legal obligations to the contrary.
5. The Hirer is required to give the Employee who is a member of the Works Council of Holland Employment Experts or of the Works Council of the Hirer, the opportunity to exercise these co-determination rights in accordance with the law and regulations.
6. If the Employee exercises employee participation in the Hirer's company, the Hirer will also owe the Hiring Fee for the hours during which the Employee carries out work or follows training in connection with the exercise of the employee participation during working hours.

Article 24 Applications and digital time registration

1. The Hirer is required to use the login codes for the applications provided by Holland Employment Experts only personally and to keep these login codes secret from third parties.
2. Pay4me offers the option to have the Intermediary, the Hirer and/or the Employee enter the hours worked, holidays, additional pay and/or (expense) allowances. Pay4me also has a digital approval function for entered hours, additional pay and/or (expense) allowances. Intermediary is free to arrange the various input and approval options.
3. Holland Employment Experts explicitly reserves the right to reject the input from the digital time registration.
4. Holland Employment Experts shall not be liable for any damage resulting from the use of the application(s) of Holland Employment Experts, the website(s) of Holland Employment Experts and/or the website(s) connected to the website(s) of Holland Employment Experts. Holland Employment Experts is not liable for damage arising from the use of services and/or information of third parties that are offered on the website(s) of Holland Employment Experts. Holland Employment Experts is not liable for damage resulting from the use of electronic means of communication with its website(s) and/or application(s), including – but not limited to – damage resulting from failure or delay in delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software/hardware used for electronic communication and transmission of viruses. These limitations of liability do not apply if the damage is the result of intent or gross negligence on the part of Holland Employment Experts.

Article 25 Holland Employment Experts certifications

1. Holland Employment Experts has a legitimate interest in retaining the various certifications it holds. The Hirer is required to provide all reasonable cooperation to achieve this, including the timely delivery of the necessary documentation.
2. If the Hirer does not comply with the provisions of paragraph 1 of this article, Holland Employment Experts shall be entitled to recover the resulting damage from the Hirer.

Article 26 Choice of law

1. These general terms and conditions and all agreements between the Hirer and Holland Employment Experts are exclusively governed by Dutch law.

II. SUPPLEMENTARY PROVISIONS REGARDING SELF-EMPLOYED PERSONS

Article 27 Applicability of the articles of Chapter I of these general terms and conditions

1. By way of derogation from that which is stated in the opening sentence of the general terms and conditions, Articles 5 through 11, 15, 18 and 23 of these general terms and conditions do not apply to the services for self-employed persons.
2. The other provisions of Chapter I, however, shall apply. Wherever the term 'Employee' is specified, this should be understood to mean 'Self-Employed Person'.

Article 28 Terms of Employment for Posted Workers in the European Union Act

1. The Hirer shall inform the Self-Employed Person regarding the reporting obligation as referred to in the Terms of Employment for Posted Workers in the European Union Act [Wet arbeidsvoorwaarden gedetacheerde werknemers, WagwEU] when a foreign Self-Employed Person from the EEA or Switzerland comes to work temporarily in the Netherlands in the construction, cleaning, food industry, metal, healthcare, window cleaning, agriculture, horticulture and transport sectors.