



**Because
together we
can do more.**

Terms and Conditions for the assignment of temporary workers and recruitment and selection of personnel

LPC is a group of specialised employment agencies which operate under separate labels in the market, but are managed centrally from LPC. The employment agencies within LPC take employees from the Netherlands and abroad to perform work activities in the Netherlands with a Client of LPC, under the supervision and direction of the Client. In addition, LPC offers the service Recruitment & Selection to find suitable candidates to enter into service with its Clients. These terms and conditions set out the conditions subject to which the Client may make use of the services of LPC.

The general provisions of Part A of the Terms and Conditions apply to all legal relationships of LPC. If an Agreement (in part) relates to the Recruitment & Selection of Candidates, then the specific provisions of Part B together with the general provisions of Part A apply. If the Agreement (in part) relates to the Assignment of Employees, then the specific provisions of Part C along with the general provisions of Part A apply.

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PART A: GENERAL PROVISIONS

Article 1. Definitions

- 1.1 Terms and Conditions: these terms and conditions.
- 1.2 CLA: the CLA which applies to the employment contract of Employee with the company.
- 1.3 Services: all services to be performed by LPC for the Client pursuant to an Agreement.
- 1.4 LPC: the Labour Power Company B.V. and the companies which are joined with it in a group, to the extent that the company in question provides Services to the Client.
- 1.5 User Company Remuneration: the remuneration applicable with the Client for Employees in service of the Client in an equal or equivalent position as exercised by an Employee, consisting of the pay elements set out in the CLA of the Federation of Private Employment Agencies (ABU).
- 1.6 Offer: each offer, orally or in writing, of LPC to the Client.
- 1.7 Candidate: each natural person which may be nominated by LPC to conclude an employment contract with the Client in the context of an assignment of Recruitment & Selection.
- 1.8 Client: each natural person or legal entity who enters into a contract with LPC or intends to do so.
- 1.9 Principal's Rate: the rate owed by the Client to LPC, excluding additional charges, expense allowances and VAT. The rate is calculated per hour, unless specified otherwise.
- 1.10 Agreement: each agreement, in any form whatsoever between a Client and LPC, each amendment thereof or addition to it, as well as all (legal) actions to prepare and execute that Agreement by LPC.
- 1.11 Party: the other party to the Agreement (LPC or the Client)
- 1.12 Parties: reference to LPC and the Client jointly.
- 1.13 Writing: drawn up in writing or made available digitally by email or otherwise electronically.
- 1.14 Assignment: the assignment of an Employee by LPC in the context of an Agreement, to perform labour, whether or not under the direction and supervision of the Client.
- 1.15 Employee: each natural person who is assigned to the Client by LPC on the basis of an employment contract by virtue of article 7:690 of the Dutch Civil Code.
- 1.16 Recruitment & Selection: the Service where LPC recruits and selects Candidates on behalf of the Client, in order to bring about an employment relationship between the Client and these Candidates.

Article 2. Scope

- 2.1 These Terms and Conditions apply to all Offers of and Agreements with LPC. These Terms and Conditions also apply for any further or subsequent agreements between LPC and the Client. Client agrees to this in advance. Each company within LPC may directly invoke these terms and conditions towards Client, if (a) that company provides a Service to Client and/or (b) one or more Employees are working with Client in service of the company in question.
- 2.2 Deviations of these Terms and Conditions are only valid if these have been expressly agreed upon by Parties in writing. In that case the deviating provisions expressly agreed upon in writing prevail. The applicability of purchase conditions or other terms and conditions of the Client are expressly ruled out.
- 2.3 If one or more provisions in these Terms and Conditions are at any time in whole or in part void or voided, then the remaining provisions in these Terms and Conditions remain in full force and effect. Parties will then enter in consultation in order to agree on new provisions to replace the void or voided provisions, which are in line with the intention which Parties had when drawing up the void or voided provision.
- 2.4 If LPC does not always require strict compliance of these Terms and Conditions, then this does not mean that its provisions do not apply or that LPC would to any degree lose the right to require strict compliance of the provisions of these Terms and Conditions in other cases.
- 2.5 If LPC deviates from these Terms and Conditions with one or more Agreements with the Client then this does not mean that this deviation also applies for previous or later Agreements between LPC and the Client.

Article 3. Offers and formation of agreement

- 3.1 LPC cannot be obligated to its Offer if Client can reasonably understand that the Offer, or a part thereof, comprises an obvious mistake or clerical error.
- 3.2 An Agreement is formed whenever:
 - LPC has issued an Offer and Client accepts it and/or if LPC commences with the execution of the Agreement upon request of Client; or
 - Client places an assignment with LPC and LPC has accepted this assignment and/or commences with the execution of the assignment.
- 3.3 All Offers of LPC are without obligation and may be withdrawn by LPC at any time, also if the Offer comprises a period for acceptance.

Article 4. Payment

- 4.1 Unless agreed upon otherwise, payment needs to be paid of all which the Client owes to LPC, within 14 days after (partial) invoice date in a method to be indicated by LPC in the currency in which it is invoiced by the Client. The value date on the statement of account is the determining factor and is considered as the day of payment.
- 4.2 Solely payment to LPC or to a third party expressly designated by LPC in Writing clears the debt. Payments by Client to Employees - however described - or the provision of advance payments to Employees are nonbinding towards LPC and may never result in grounds for settlement or payment pursuant to any reason whatsoever.
- 4.3 If Client has objections towards the received invoice, then Client needs to disclose these objections to LPC in Writing within 7 calendar days after the date of the invoice, upon default of which the correctness of the invoice is certain. The burden of proof related to the submission of the complaint in a timely manner resides with Client.
- 4.4 Client is never entitled to suspend its obligations towards LPC and/or settle these with an own receivable on LPC. Objections towards the amount of an invoice or pertaining to the provided Services therefore never give Client the competence to suspend or settle the payment. If a dispute exists between Client and LPC about the amount of the invoice, then Client will pay the part of the invoice on which no dispute exists within the agreed upon payment term. The remaining part will be paid as soon as possible by Client after resolving the dispute.
- 4.5 If Client does not pay the invoice within the payment term, then Client is in default by operation of law, without any requirement of prior notice of default. Client owes a contractual interests on what is then owed from the date of default of 1.5% per month or a part of a month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The interest on the amount due will be calculated from the moment that Client is in default up to the time of full payment of the entire owed amount.
- 4.6 All costs, both judicial and extrajudicial, which LPC has to incur in order to exercise its rights, are entirely borne by Client. The reimbursement for extrajudicial costs are fixed at 25% of the owed principal sum, if this amounts less than € 1,500, at 20% if the owed principal sum amounts to more than € 1,500 and less than € 3,500 and at 15% if the principal sum amounts to more than € 3,500 (including interest and VAT) - unless LPC has incurred demonstrably more costs - with a minimum of € 500 per receivable. This reimbursement will always be owed by Client, as soon as Client is in default, and be charged without any further proof.
- 4.7 The writing in possession of LPC or copy of the invoice dispatched by LPC applies as full proof of the liability to pay the interest and the day on which the interest calculation starts to run.
- 4.8 Unless specified otherwise by LPC, payments of Client always first serve to be deducted from the owed costs and interest (in this order) and then to be deducted from the principal sums and accrued interest, for which older receivables prevails over the new ones, regardless of whether Client indicates a different order for the allocation of the payment. LPC may refuse full repayment of the principal sum, if for this not also the interest incurred and accrued and collection costs are paid.
- 4.9 If it seems desirable to LPC and, in any case, if Client is in default with any payment obligation pursuant to any reason

whatsoever, LPC is entitled after the conclusion of an Agreement in deviation of the agreed upon payment scheme, to require payment in advance or a security for the payment obligations of Client. Client needs to comply with this upon first request of LPC.

- 4.10 If the Agreement is concluded with more than one Client, then all Client are bound jointly and severally to comply with the payment obligations pursuant to the Agreement (regardless of the name on the invoice).
- 4.11 If Client does not pay its (payment) obligations or does not comply with a request of LPC as referred to in paragraph 9 of this article, LPC is entitled:
- a) To dissolve the Agreement with Client in whole or in part without the requirement of notice of default to do so. In that case Client, whenever LPC incurs costs to do so or suffers damage or loss in any way as a result of the failure of payment by Client, is liable for the damage, loss and costs and needs to reimburse it, or
 - b) To suspend its obligations towards Client pursuant to the Agreement in whole or in part.
- 4.12 In the event of dissolution or termination by notice of termination of the Agreement, LPC is never obligated to pay any form of compensation to Client, unless there are facts and circumstances at the basis of the dissolution, termination by notice of termination or suspension which are attributable to LPC.

Article 5. Fear non-compliance

- 5.1 If after the conclusion of the Agreement LPC learns about circumstances that give good reason to fear that the Client will not comply with one of the obligations, or will not do so correctly and/or in a timely manner, of which this would be the case, among other things, in the event of bankruptcy, liquidation or suspension of payment or if a request for one of these measures with regard to the Client is pending, or in the event of a resolution to dissolve or for a merger of the Client is taken or if precautionary or executive attachment is or will be levied on any part of the assets of the Client, or the Client does not perform any payment obligation towards LPC, then all payment obligations of the Client towards LPC pursuant to any reason whatsoever are immediately and completely due and payable. LPC is entitled to require immediate payment of these debts due and payable or a security pertaining to these debts due and payable.
- 5.2 LPC is entitled - in the case of what is specified in paragraph 1 - to suspend the performance of its obligations towards the Client, until payment and/or security of all payment obligations has taken place. If LPC proceeds to do so, it is in no way whatsoever obligated to reimburse damage, loss and costs which have arisen because of it in any manner on the side of the Client.
- 5.3 Client is liable for all damage and loss which follows from it on the side of LPC.

Article 6. Liability

- 6.1 If it is determined in court or otherwise that LPC would be liable towards Client for damage and loss suffered in relation to the Agreement, or pursuant to an unlawful act, or pursuant to any other reason, then this liability, including any payment obligation on the basis of article 6:230 of the Dutch Civil Code and/or article 6:271 of the Dutch Civil Code, is at all times limited in its entirety to what is provided in this stipulation:
- A) LPC is never liable for damage and loss, which has arisen because LPC has based itself on incorrect data/files/resources and information provided by or on behalf of Client;
 - B) LPC is never liable for the consequential damage and loss suffered by Client, as well as lost profit, lost income, lost turnover, lost savings and damage and loss due to business interruption and other types of interruption;
 - C) The liability of LPC, including any payment obligation pursuant to an obligation to undo and any payment obligation pursuant to article 6:230 of the Dutch Civil Code, towards Client is at all times limited to the amount which the liability insurance of LPC pays out in the case in question;
 - D) In the event that the liability insurance of LPC does not proceed towards payment - for any reason whatsoever - then the liability of LPC, including any payment obligation on the basis of article 6:230 of the Dutch Civil Code and/or article 6:271 of the Dutch Civil Code,

- pursuant to a specific Agreement is limited to the amount of the three last invoices paid by Client pursuant to this Agreement jointly;
 - pursuant to another basis is limited to an amount of € 15,000 per claim; for which the total liability of LPC is at all times limited to no more than an amount of € 45,000 per year, regardless of the basis for liability and the number of events giving rise to the damage and loss.
- 6.2 These limitations do not apply in the event of intent or deliberate recklessness of LPC and/or of its Employees and/or Employees.
- 6.3 All subordinates of LPC may invoke the abovementioned provisions towards Client and, if necessary, also towards third parties on equal footing as LPC.
- 6.4 Damage and loss for which LPC may be held liable, needs to be reported as soon as possible to LPC in Writing, but certainly within 14 calendar days after its occurrence, at the risk of forfeiting the right to reimbursement of this damage and loss. This period does not apply if Client makes a plausible case that the damage and loss could not have been reported at an earlier time due to a well-founded reason. Regardless of the time that the damage and loss is reported, the related action for liability then lapses within 12 months after Client has become aware of the fact that has caused the damage and loss or should have reasonably been aware of this.

Article 7. Confidentiality

- 7.1 LPC and Client will not provide any confidential information of or about the other Party, its activities and relationships, which they have learned about as a result of the Agreement, to third parties, unless - and then to the extent that - provision of that information is necessary to be able to carry out the Agreement adequately or if a statutory obligation for disclosure resides on them.
- 7.2 LPC will obligate the Employee, upon request of Client, to maintain confidentiality pertaining to all which Employee becomes known or aware to Employee with the performance of the work activities, unless a statutory obligation of disclosure resides on the Employee.
- 7.3 Client is at liberty to obligate the Employee directly to confidentiality. Client informs LPC about its intention to do so and provides a copy of the statement/agreement drawn up for the matter to LPC.
- 7.4 LPC is not liable for a penalty, incremental penalty payment or any damage and loss of the Client as a result of violation of that obligation of confidentiality by the Employee.

Article 8. Applicable law and choice of forum

- 8.1 The Dutch law applies to these Terms and Conditions and the Agreement(s).
- 8.2 All disputes which follow from or are related to a legal relationship between LPC and Client will first be exclusively decided by the competent court of the court Oost-Brabant, location 's- Hertogenbosch, unless mandatory legal provisions preclude this. Nevertheless, LPC has the right at all times to submit the dispute to the competent court in accordance with the law.

PART B: RECRUITMENT & SELECTION

Article 9. Recruitment & Selection

- 9.1 Following an assignment provided to this end by Client, LPC will make an effort to search suitable Candidates as soon as reasonably possible and contact them for a position with Client.
- 9.2 Client provides all data which LPC reasonably requires to carry out the assignment provided to it such as an accurate description of the position, the required and desired qualifications, the salary, the working hours, length of the working week, work activities, work location and intended duration of the assignment.
- 9.3 In order to prevent the making of unlawful distinction, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever, requirements not relevant to the position may not be set by Client upon providing the information with regards to the work assigned for the position and may also not be considered by LPC.
- 9.4 Client decides at all times on its own whether Client wishes to offer an (employment) contract to a Candidate selected by LPC. Taking into consideration that it is not allowed to make an unlawful distinction, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever.
- 9.5 Each Agreement Recruitment & Selection terminates by operation of law at the time that the Client indicates to (intend to) conclude an employment relationship with a Candidate.

Article 10. Fee

- 10.1 The fee to be paid by Client to LPC for the Recruitment & Selection is determined in the Agreement and is owed by Client from the time that an employment contract is concluded with Candidate, regardless of the duration and the conditions of that employment contract, or if Client hires this Candidate through a third party. If no fee is included in the Agreement, then the fee is equal to 12.96 times the gross monthly salary including emoluments of the Candidate in question with Client times 21%.
- 10.2 Client owes 15% of the intermediary fee if LPC has nominated a Candidate with whom Client wanted to conclude an employment contract in principle, but this employment contract is not formed because Client and Candidate do not reach agreement about the terms and conditions of employment.
- 10.3 Any travel and accommodation expenses of Candidate will be reimbursed to Candidate by LPC and charged to Client. Client is obligated to pay these costs to LPC.

Article 11. Liability

- 11.1 Client is responsible for both the decision to conclude an employment contract with a Candidate selected by LPC (whether or not through a third party), as well as for the content of that agreement. LPC is therefore in no way whatsoever liable for damage and loss, in the broadest possible sense, which is or will be directly or indirectly caused by the Candidate provided by LPC.
- 11.2 LPC will make an effort to offer a potentially suitable Candidate in a timely manner. LPC does not fail imputably towards Client and is not obligated to reimburse any damage, loss or costs to Client, if LPC, for any reason whatsoever, cannot offer a Candidate, or cannot do so in a timely manner.
- 11.3 LPC is never liable, if a Candidate proposed by LPC:
 - for any reason whatsoever cannot be made available as Employee to Client; or
 - does not wish to conclude an employment relationship with Client or terminates a concluded relationship (before the end of the term).
- 11.4 LPC is not liable for any damage and loss, if Candidates turn out not to comply with the requirements and expectations set by Client, unless there is a case of intent or gross negligence of LPC. Any liability of LPC is limited to what is stipulated in article 6 of the Terms and Conditions.

Article 12. Conclusion employment relationship

12.1 For the provisions in this article, concluding an employment relationship with a Candidate is meant to be understood as:

- the conclusion of an employment contract, a contractor agreement and/or a contract for the provision of services by Client with a Candidate;
- the Candidate in question being made available by a third party (for example another secondment company);
- the conclusion of an employment relationship by Candidate with a third party, to which Client and that third party are connected in a group (as referred to in article 2:24b of the Dutch Civil Code) or if it is a subsidiary company of another (as referred to in article 2:24a of the Dutch Civil Code).

12.2 If Client concludes an employment relationship with a Candidate which is nominated by LPC to Client, Client owes a reimbursement of the fee which would have been charged by LPC for the Recruitment & Selection to Client (as referred to in article 10.1).

PART C. ASSIGNMENT

Article 13. Duration & termination of the agreement and the assignment

- 13.1 An Agreement is concluded for a specified period or as open-ended contract. An Agreement for a specified period is the Agreement which is concluded:
- either for a fixed period;
 - or for a definable period;
 - or for a definable period which does not exceed a fixed period.
- 13.2 The Agreement for specified period is terminated by operation of law by the lapse of the agreed upon time or because an objectively definable event determined in advance takes place.
- 13.3 Client is obligated to communicate to LPC in Writing, no later than six weeks before the Agreement is terminated by operation of law, whether Client wishes to conclude a new Agreement. Upon default of communication in Writing in a timely manner of this, the Agreement for specified period is always renewed for the same duration and subject to the same conditions as for which it is concluded.
- 13.4 Termination by notice of termination in the interim period of the Agreement for specified period is not possible, unless agreed upon otherwise in Writing. If a possibility of termination by notice of termination in the interim period is agreed upon, then the notice of termination needs to take place in Writing with due observance of a notice period of 2 months.
- 13.5 An Agreement as open-ended contract is terminated by notice of termination in Writing with due observance of a notice period of 1 month.
- 13.6 Each Agreement is terminated immediately due to notice of termination at the time that one of either Parties terminates the Agreement because:
- the other Party is in default or;
 - the other Party ceases its business operations, reaches a settlement with all its creditors, is dissolved, is being wound up and/or ceases its activities, or;
 - the other Party is declared to be in liquidation or has requested suspension of payment.
- 13.7 If LPC terminates on account of one of these reasons, then the request of Client to terminate the Assignment is contained within the conduct of Client, on which the termination is based. This does not result in any liability of LPC for the damage and loss which Client suffers as a result. As a result of the termination, all receivables of LPC will be immediately due and payable.
- 13.8 The termination of the Agreement results in the termination of the Assignment. Termination of the Agreement by Client comprises the request of Client to LPC to terminate the ongoing Assignment(s) with effect from the date that the Agreement is or will be legally terminated, or from which the Agreement is or will be legally terminated by notice of termination.
- 13.9 If the agency clause (uitzendbeding) is included in a legally valid manner in the employment contract of the Employee, then the Assignment of the Employee terminates upon request of Client at the time that the Employee reports that the Employee is not capable to perform the work due to incapacity for work. To the extent necessary, Client is supposed to have made this request. Client will confirm this request to LPC in writing, upon request. The termination of the Assignment expressly does not mean the termination of the Agreement.
- 13.10 The Assignment is terminated by operation of law if and as soon as LPC can no longer assign the Employee, because the employment contract of the Employee is terminated and this employment contract is not continued following this for the same Client. In this case, LPC does not fail imputably towards Client and is also not liable for any damage and loss which Client may suffer because of this.
- 13.11 The previous articles do not alter the right to invoke art. 6:265 of the Dutch Civil Code. In the event of dissolution of an Agreement it applies that all which is already paid pursuant to the Agreement cannot be reclaimed as obligation to undo.
- 13.12 Termination of an Agreement has no consequences for any other Agreements between LPC and Client.

Article 14. Information obligation Client

- 14.1 Client acknowledges that an adequate execution of the Agreement by LPC is generally dependent on the correct and timely supply of documents and data of Client, in particular pertaining to the determination of the User Company Remuneration ("BRI") as well as the information pertaining to the employment history of the Employee with Client. In order for the execution of the Agreement to proceed as much as possible according to the time schedule, the Client therefore provides all necessities to LPC in a timely manner and Client performs all actions which LPC needs in a timely manner for the execution of the Agreement, or of which Client should reasonably understand that these are necessary for the execution of the Agreement, including - but expressly not limited to - all information which may affect the Services.
- 14.2 Client needs to inform LPC upon conclusion of the Agreement regarding any business closures and collectively mandated days off during the duration of the Agreement, to ensure that LPC can include this circumstance, if possible, in the employment contract with the Employee. If an intention to determine a business closure and/or collectively mandated days off becomes known after the conclusion of the Agreement, Client needs to inform LPC of this immediately after this becomes known. If Client fails to inform LPC in a timely manner, Client is obligated to pay the Principal's Rate in full to LPC for the duration of the business closure on the number of hours and overtime per period applicable or customary pursuant to the Agreement and Terms and Conditions.
- 14.3 Client guarantees the correctness, completeness, reliability, soundness and lawfulness of the actions performed by or on behalf of Client and information provided to LPC. Client also guarantees that Client has provided or has performed all essential necessities and actions as referred to in paragraph 1 of this article for the design and execution of the Agreement.
- 14.4 Client acknowledges that the agreements between Client and LPC (and the execution of the Services) are based on the assumption that a regular temporary employment agency contract as referred to in art. 7:690 exists between the Employee(s) and LPC, this not being a payroll agreement as referred to in art. 7:692 of the Dutch Civil Code. If it turns out that, because of incorrect or incomplete information of the Client, there is still a payroll agreement as referred to in art. 7:692 of the Dutch Civil Code between LPC and the Employee(s), then the Client is liable for - and indemnifies LPC against - all (direct and indirect) damage and loss (including but not limited to owed wage, premiums, taxes and all costs including the actual costs of legal assistance) which LPC suffers, which is the result of this (re)qualification. This damage and loss will be recovered from the Client retroactively. In addition, the Hiring Rate is adjusted accordingly (retroactively), that is to say with due observance of all (cost-increasing) rules which apply pertaining to the payroll agreement.
- 14.5 All information which is relevant for the qualification of the employment contract needs to be reported to LPC by the Client in writing - before LPC concludes an employment contract with the Employee. The Client is liable for all costs (including legal costs) and damage and loss which LPC suffers, because the Client has not paid or has not fully complied with the previous information obligation.
- 14.6 Client informs LPC in a timely manner and, in any case, immediately upon becoming aware of changes in the User Company Remuneration and of determined initial pay rises.
- 14.7 The execution of the Agreement does not commence before Client has complied with aforementioned information obligation and/or obligation to supply. If the information required for the execution of the Agreement has not been provided to LPC in a timely manner, or the necessary actions have not been performed in a timely manner, then LPC has the right to suspend the Agreement until all information has been provided or supplied by the Client, or LPC has the right to perform actions or have them performed which ensure that LPC disposes of the previously specified necessities for the benefit of the execution of the Agreement for which the costs to incur by LPC are at the expense and risk of Client.
- 14.8 If the Agreement can no longer be executed within the agreed upon period, because the information required for the

execution of the Agreement is not provided to LPC in a timely manner, then LPC has the right to terminate the Agreement with immediate effect, without being obligated to reimburse any damage and loss on the side of Client. The extra hours spent by LPC and/or extra costs as well as other damage and loss of LPC which is or would arise because Client has not complied with the information obligation stipulated in this article is at the expense of Client in accordance with the rates customary at that time.

- 14.9 Client is liable - and indemnifies LPC - for the damage and loss of LPC, the Employee and/or the Client as a result of the incorrect application of the User Company Remuneration, if the User Company Remuneration is determined on the basis of incorrect or incomplete information provided by the Client to LPC.

Article 15. Working procedure

- 15.1 Client needs to provide information to LPC prior to commencement of the Agreement and/or Assignment and then twice per year with in it an accurate description of the position, position requirements, working hours, length of the working week, work activities, work location, working conditions and the intended duration of the Assignment. Client is furthermore obligated to return the filled in registration form and/or CLA assessment form of LPC ("BRI form") to LPC.
- 15.2 LPC makes the determination on the basis of information provided by the Client and the capacities, knowledge and skills known to LPC of the (candidate) Employee(s) considered for Assignment, and this (candidate) Employee is nominated to the Client for the execution of the Agreement. Client is entitled to reject the nominated (candidate) Employee, resulting in the failure of the Assignment of the nominated (candidate) Employee.
- 15.3 If and when Client has communicated to LPC which days and times the Employee is called up to come work, and these days and/or times are changed, Client is obligated to communicate this to LPC immediately. In addition, the obligations as set out in the article "*Special minimum payment obligations*" apply.
- 15.4 If an Employee is assigned to Client with an employment contract which cannot be qualified as an on-call contract (as referred to in art. 7:628a of the Dutch Civil Code), then that Employee prevails in the planning with Client over one who does have an on-call contract.
- 15.5 In order to prevent the making of unlawful distinction, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever, requirements not relevant to the position may not be set by Client upon providing the information with regards to the assigned work and may also not be considered by LPC.
- 15.6 LPC does not fail towards the Client and is not obligated to reimburse any damage and loss, if the contacts between the Client and LPC prior to a possible Agreement, including a concrete request of the Client to assign an Employee, for whatever reason does not result in the actual Assignment of an Employee, or not within the period desired by the Client.
- 15.7 LPC is not liable for any damage and loss as a result of deploying Employees which turn out not to meet the requirements set by Client, unless Client submits a complaint in Writing in the matter to LPC within a reasonable period after commencement of the Assignment and proves that there is a case of intent or deliberate recklessness of LPC with the selection.

Article 16. Position & remuneration

- 16.1 The remuneration of the Employee, which also includes any allowances and expense allowances, is determined in accordance with the CLA (which also includes the provisions pertaining to the User Company Remuneration) and the applicable laws and legislation, as such on the basis of the information provided by Client to LPC about the position, working hours, length of the working week and duration.
- 16.2 If at any time it appears that that position description and accompanying assignment to a pay scale does not correspond to the position actually exercised by the Employee, Client will immediately put forward the correct position description with accompanying assignment to a pay scale to LPC. The remuneration of the Employee will be determined again on the basis of the new job description. The job description and/or assignment to a pay scale and/or remuneration may be adjusted during the Agreement, if the Employee is reasonably eligible to that adjustment invoking laws and legislation, the CLA and/or the User Company Remuneration. If the adjustment results in a higher remuneration, then LPC corrects the remuneration of the Employee and the Principal's Rate accordingly. Client owes this corrected Principal's Rate to the Employee from the moment that LPC owes the higher remuneration.
- 16.3 Client informs LPC in a timely manner and, in any case, immediately upon becoming aware of changes in the User Company Remuneration and of determined initial pay rises. All elements of the User Company Remuneration (as set out in article 1 of the Terms and Conditions and the CLA) are charged to Client.

Article 17. Principal's Rate

- 17.1 The remuneration owed by Client to LPC is calculated by multiplying the agreed upon Principal's Rate with the hours worked by the Employee or (if this number is higher) the hours to which LPC is eligible pursuant to the Agreement and/or the Terms and Conditions. Hours are rounded up per quarter. Any waiting time for which the Employee is required to be available, is considered to be time worked. The Principal's Rate is also multiplied with the allowances (also including but not solely limited to allowances for overtime, public holidays and irregularity) and plus the expense allowance which the Employee may be eligible for. VAT is charged on the total reimbursement to be paid by Client to LPC.
- 17.2 Unless agreed upon otherwise in writing, the reimbursement to be paid by Client to LPC is increased with the transition payment owed to the Employee and/or reimbursement due to not (entirely) observing the notice period, to the extent that Employee may be eligible to this pursuant to what is stipulated in articles 7:673 and 7:668 of the Dutch Civil Code. These reimbursements will be charged to the Client in question by LPC one-to-one.
- 17.3 If the User Company Remuneration has to be applied or increased at any time, LPC determines the remuneration of the Employee and the Principal's Rate again on the basis of information provided by Client with regard to the job classification and User Company Remuneration. All elements of the User Company Remuneration applicable with Client are included in the remuneration and the Principal's Rate.
- 17.4 In addition to the case referred to in paragraph 3, LPC is, in any case, also entitled to adjust the Principal's Rate during the duration of the Agreement, if the costs of the temporary agency work increase:
- as a result of amendment of the CLA or of the wages provided for therein (including the elements of the user company remuneration) or amendment of the CLA applicable with Client and/or terms and conditions of employment or the wages provided for therein;
 - as a result of changes in or as a result of laws and legislation, including changes in or as a result of the social and tax laws and legislation, the CLA or any binding regulation;
 - as a result of a (periodic) pay rise and/or a (one-time) mandatory benefit, following from the CLA, the collective labour agreement applicable with Client and/or terms and conditions of employment and/or laws and legislation;
 - as a result of requalification of the employment contract between LPC and the Employee.
- 17.5 If Client, contrary to the aforementioned, does not agree to payment of the adjusted Principal's Rate, then comprised therein is the request of Client to terminate the Assignment. The Assignment nevertheless only terminates at the time that the employment contract of the Employee may be terminated in a legally valid manner. Up to the date of termination of the employment contract Client owes the Principal's Rate.

17.6 Each adjustment of the Principal's Rate is made known to Client by LPC as soon as possible and confirmed to Client in Writing.

17.7 If the remuneration and/or the Principal's Rate is determined too low by any cause which is attributable to Client, LPC is also entitled to determine the remuneration and the Principal's Rate afterwards with retroactive effect and to adjust the Principal's Rate accordingly with retroactive effect and charge it. LPC may also charge costs to Client which are incurred by LPC as a result of this.

Article 18. Invoicing and time accounting

18.1 Client ensures a correct and complete time accounting and is obligated to see to it or ensure, that the data of the Employee included therein is specified correctly and truthfully, such as: name of the Employee, the number of worked hours, overtime, irregular hours, hours worked under physically taxing conditions and shiftwork hours, the other hours on which the Principal's Rate is owed pursuant to the Agreement and the Conditions, any allowances and any actually incurred expenses.

18.2 Unless agreed upon otherwise in writing, the time accounting takes place by means of an electronic online time-recording system, for which the Employee fills in the worked hours and these need to be approved by Client. Client is obligated to ensure that LPC has the time accounting at its disposal in a timely manner.

18.3 Regardless of the method of time accounting, Client is - unless agreed upon otherwise - obligated to provide the correct, complete time accounting approved by Client to LPC, as soon as possible, but certainly before 12.00 o'clock on the Tuesday following the week worked by the Employee. If the draft time accounting - for reasons which are not attributable to the Client - are provided to Client later than previously referred to time by the Employee, then Client ensures that the time accounting is provided to LPC immediately, after it has been made available to Client and checked and, if necessary, corrected and/or approved.

18.4 LPC invoices at least on the basis of the number of hours agreed upon in the Agreement that the Employee is made available to Client.

18.5 If the time accounting shows that the Employee is assigned to more hours to Client than agreed upon in the Agreement, then these hours will be charged to Client with the first invoice.

Article 19. Special minimum payment obligations

19.1 Client is - without prejudice to the other obligations of the Client towards LPC - at least obligated to pay the Principal's Rate calculated on three worked hours to LPC if:

- the Employee reports to the agreed upon time and location for the performance of the temporary agency work, but is not enabled to start the temporary agency work by Client, or:
- Client enables the Employee to perform the temporary agency work for less than three hours.

19.2 In addition, Client is obligated to pay the complete Hiring Rate on the period that an Employee is eligible to wage in accordance with article 7:628a paragraph 3 of the Dutch Civil Code if the call is withdrawn or amended by the Client.

Article 20. Acquisition employees

20.1 For the provisions in this article, concluding an employment relationship with an Employee is meant to be understood as:

- the conclusion of an employment contract, a contractor agreement and/or a contract for the provision of services by the Client with an Employee;
- enabling the Employee in question to be assigned by a third party (for example another secondment company);
- the conclusion of an employment relationship by the Employee with a third party, to which Client and that third party are connected in a group (as referred to in article 2:24b of the Dutch Civil Code) or if it is a subsidiary company of another (as referred to in article 2:24a of the Dutch Civil Code).

20.2 For the provisions in this article, employee is also meant to be understood as:

- the (aspiring) Employee who is registered with LPC;
- the (aspiring) Employee who is proposed to the Client.

20.3 The Employee whose Assignment for concluding the employment relationship with the Client is terminated. Client is solely entitled to conclude an employment relationship with an Employee if and to the extent that what is stipulated in this article is complied with.

20.4 Client will not conclude an employment relationship with the Employee if and to the extent that the employment contract of the Employee with LPC is not terminated in a legally valid manner and if and to the extent that Client may not terminate or has not terminated the Agreement with LPC in a legally valid manner.

20.5 Client informs LPC in writing about its intention to conclude an employment relationship with the Employee, before proceeding to carry out that intention. The Agreement will be terminated by the Client with due observance of these Terms and Conditions.

20.6 If an Employee is proposed by intermediation of LPC to the (possible) Client and this (possible) Client concludes an employment relationship with that Employee directly or through third parties for the same or another position before the assignment is formed, this Client owes a reimbursement to LPC of 25% of the Principal's Rate that would have been charged by LPC for the work activities of the Employee for the duration of 1500 hours. Client always owes this reimbursement if the Client was first in contact with the Employee by intermediation of LPC.

20.7 If the Client concludes an employment relationship directly or through third parties with an Employee who is Assigned to the Client on the basis of an Agreement for specified period or for an open-ended period, before that Employee has worked 1500 paid hours with the Client, Client owes a reimbursement to LPC of 25% of the last applicable Principal's Rate on 1500 hours minus the - on the basis of the Agreement - hours already paid by Client for Employee in question.

20.8 If the Client concludes an employment relationship with the Employee within six (6) months after their Assignment (regardless of whether this was based on an Agreement for specified period or open-ended period) to the Client is terminated, Client owes a reimbursement of 25% of the Principal's Rate, which would have been applicable for the Employee in question on a period of 1500 paid hours less the - on the basis of the terminated Agreement - hours already paid by the Client for the Employee. This applies both in the case that the Client has contacted the Employee for this directly or through third parties and whenever the Employee has applied to the Client directly or through third parties.

Article 21. Employer's obligation to verify an employee's identity and obligation to retain of Client

- 21.1 Client is obligated to verify the identity of the Employee upon commencement of the Assignment on the basis of an original identity document which specifies the nationality of the Employee. This identity document needs to be checked carefully for genuineness and validity.
- 21.2 Client treats the personal information of the Employee that Client has learned about in the context of the Assignment with confidentiality and processes this in accordance with the provisions of the applicable privacy regulations and legislation.
- 21.3 Client to whom a foreign national as referred to in the Foreign Nationals (Employment) Act is assigned by LPC, expressly states to be aware of article 15 of this Act, which comprises, among other things, that Client needs to receive a copy of the document of the foreign national, as referred to in article 1 of the Compulsory Identification Act, from the foreign national, upon commencement of the work. Client is responsible for a careful check of the aforementioned document and determines the identity of the foreign national on the basis of this and includes a copy of the document in the administration of the Client. LPC is not responsible or liable for any penalty which is imposed to the Client in the context of the Foreign Nationals (Employment) Act.
- 21.4 Client states to be expressly aware of the applicable laws and legislation pertaining to the processing of personal information. The Client will only use the personal information received through LPC for the purpose for which it was receives, not store it for longer than permitted in accordance with laws and legislation and will ensure adequate security of this personal information.
- 21.5 LPC is not liable for penalties or receivables which are imposed on Client, because Client has not complied with the obligations as specified in this article.
- 21.6 Client will indemnify LPC at all times for imposed penalties to and claims towards LPC for the failure of complying with the obligations specified in this article by the Client.

Article 22. Length of the working week and working hours

- 22.1 The working hours of the Employee with Client are agreed upon prior to the Assignment. The working hours, the length of the working week and the rest periods of the Employee are equal to the times and hours customary for Client, unless agreed upon otherwise. Client guarantees that the length of the working week and the rest periods and working hours of the Employee comply with the legal requirements. Client ensures that the Employee does not exceed the legally permissible working hours and the agreed upon hours of work.
- 22.2 Holiday and leave of the Employee are provided for in accordance with the law and the CLA.

Article 23. Working conditions

- 23.1 Client states to be aware of the fact that Client is considered as employer in the Working Conditions Act.
- 23.2 Client is liable towards the Employee and LPC for the compliance to obligations following from article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related legislation, in the area of security at the workplace and good working conditions in general.
- 23.3 Client is obligated to provide information in writing to the Employee and to LPC in a timely manner, in any case one working day prior to commencement of the work activities, about the required professional qualifications and the specific characteristics of the job to be taken up.
- 23.4 Client gives the Employee active information pertaining to the Risk Identification and Evaluation (RIE) used within the company.
- 23.5 If an accident at work or occupational disease happens to the Employee, then Client will, if required to do so by law, immediately inform the competent authorities of this and ensure that a report is made of this in writing immediately. In

the report the circumstances of the accident are recorded in such a manner, that it may be drawn up from it with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or occupational disease. Client informs LPC as soon as possible about the accident at work or the occupational disease and submits a copy of the drawn up report.

- 23.6 Client will reimburse - and indemnify LPC against - all damage and loss (including costs that include the actual costs of legal assistance) to the Employee which the Employee suffers in the context of exercising the work activities, if and to the extent that Client and/or LPC is liable for it pursuant to article 7:658 and/or article 7:611 and/or article 6:162 of the Dutch Civil Code.
- 23.7 If the accident at work results in the death of the Employee, Client is obligated to reimburse damage and loss (including costs that include the actual costs of legal assistance) in accordance with article 6:108 of the Dutch Civil Code to the persons specified in that article and indemnify LPC against all damage and loss (including costs that include the actual costs of legal assistance) for which it is held liable.
- 23.8 LPC is not liable towards Client for obligations which Employees have concluded with or those arisen before them towards Client or third parties, whether or not with permission of Client or those third parties.
- 23.9 Client indemnifies LPC for any liability (including costs that include the actual costs of legal assistance) of LPC as employer of the Employee - directly or indirectly - pertaining to the damage, loss and obligations referred to in paragraphs 5, 6 and 7 of this article.
- 23.10 Client will ensure sufficient insurance against liability pursuant to what is stipulated in this article. Client provides proof of insurance to LPC upon first request of LPC.

Article 24. Good exercise of direction and supervision

- 24.1 Client will act in the same careful manner towards the Employee for the execution of the direction or the supervision as well as pertaining to the execution of the work as Client would be obligated to towards the own employees.
- 24.2 With the exception of express prior permission of LPC, Client is not permitted to assign the Employee in turn to a third party; that is to say assign the Employee to a third party for the performance of work activities under the direction or supervision of this third party. Assigning the Employee to a third party is also meant to be understood as assigning the Employee by Client to a (legal) entity with whom Client is connected in a group (of companies).
- 24.3 Client may only put the Employee to work in deviation of what is stipulated in the Agreement and Terms and Conditions, if LPC and the Employee have expressly agreed to this in writing in advance.
- 24.4 Employment of the Employee abroad by a Client located in the Netherlands is only possible for a specified period, subject to the conditions that Client has organised direction and supervision and if the assignment is agreed upon in writing with LPC and the Employee.
- 24.5 Client will reimburse the damage and loss to the Employee which the Employee suffers because a belonging of the Employee, which is used in the context of the assigned work activities, is damaged or lost.
- 24.6 Client will, to the extent possible, ensure sufficient insurance for liability pursuant to what is stipulated in this article. Client provides a proof of insurance to LPC upon request of LPC.

Article 25. Goods to Employee

- 24.7 Client is not allowed to make goods available to Employee without permission in writing from LPC, which may also be used for private purposes by Employee, including - but not limited to - a (lease) car, laptop or telephone. LPC may impose further conditions to the permission and Client is obligated to execute these conditions.
- 24.8 If Client acts in violation with what is stipulated in paragraph 1 of this article, Client is obligated to reimburse the damage and loss which LPC suffers as a result to LPC. Client indemnifies LPC in the matter.

Article 26. Replacement and availability

- 26.1 Employees are not assigned to Client exclusively. LPC is entitled to make a proposal to Client to replace an assigned Employee by another Employee, under continuation of the Agreement, among other things, with a view to the company policy or personnel policy of LPC, preservation of employment or compliance with applicable laws and legislation, in particular the applicable CLA and applicable rules and guidelines of dismissal. Client will only reject such a proposal for reasonable cause. Client will give reasons in Writing for any rejection, if requested.
- 26.2 LPC does not fail imputably towards Client and is not obligated to reimburse any damage, loss or costs to Client, if LPC, for any reason whatsoever, cannot (or can no longer) assign a (replacement) Employee, that is not (or no longer) in the manner and to the extent as agreed upon with the Agreement or agreed upon afterwards, to Client.

Article 27. Right of suspension

- 27.1 If LPC is temporarily prevented from performing its obligations because of circumstances, arisen through no fault or risk of LPC, then LPC is entitled to suspend the execution of the agreement for the duration of the impediment. Any payment securities provided by or on behalf of Client need to be renewed accordingly.
- 27.2 If LPC is permanently prevented from performing its obligations due to circumstances, arisen as referred to previously in paragraph 1, then each of Parties is entitled to dissolve the Agreement in whole or in part. The circumstances as referred to above are meant to be include, but not solely limited to, war, war risk, riot, acts of war, fire, water damage, flood, industrial action, factory occupation, exclusion, import and export restrictions, government measures, machine failure, failures in the supply of power and disruption of operations.

Article 28. Prohibitions distinction and treatment Employee

- 28.1 Client and LPC will not make any prohibited distinction, not on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever. Client and LPC will solely set requirements relevant for the position or take requirements into consideration for the provision or execution of the Agreement and for the selection and the treatment of the Employees.
- 28.2 Client is aware of the Whistleblowers Protection Act and guarantees that the Employee gets access to the whistleblowers' regulations in the same way as the own personnel if the Client has such regulations or if this applies.
- 28.3 If the Client has a complaints procedure pertaining to the treatment of employees, then Client will safeguard that the Employee gets access to this complaints procedure in the same way as the own personnel. This only concerns complaints which do not concern the employment practice of LPC, all to the extent that no legal obligations otherwise exist.

Article 29. Participation in decision-making

- 29.1 The Client is obligated to give the Employee, who is a member of the works council of LPC or of the works council of the Client, the opportunity to exercise the powers of participation in decision-making in accordance with laws and legislation.
- 29.2 If the Employee exercises participation in decision-making in the company of the Client, the Client also owes the Principal's Rate on the hours in which the Employee performs work activities during working hours or attends a training in relation to the exercising of participation in decision-making.
- 29.3 Client states to be aware with the disclosure obligations pursuant to the Works Councils Act (hereinafter: WOR) in relation to the (expected) deployment of Employees in the company. If and to the extent that the Client for the compliance to these disclosure obligations wishes to base themselves on data provided or to be provided by LPC, this provision of data will not go beyond what is required by virtue of the WOR.

Article 30. Obligations pertaining to the Placement of Personnel by Intermediaries Act

30.1 The Client states to be expressly aware of the obligations applicable to the Client following from the Placement of Personnel by Intermediaries Act, including - but expressly not limited to -:

- article 8b of the Placement of Personnel by Intermediaries Act: the Client ensures that the Employees have equal access to the company facilities or services in the company, especially canteens, day nursery and transportation facilities, just like the employees, who are in service of the company working in equal or equivalent positions, unless the difference in treatment is justified for objective reasons;
- article 8c of the Placement of Personnel by Intermediaries Act: the Client ensures that vacancies arisen within the company are notified in a clear and timely manner to the Employees, so that these have the same opportunities for an employment contract for an open-ended period as the employees of the company of the Client;
- article 10 of the Placement of Personnel by Intermediaries Act: the Client will inform LPC in a timely and complete manner about the intention, commencement, continuation or termination of group actions organised or unorganised by the trade unions, including - but not limited to - an industrial action, exclusion or factory or office sit-in. The Client will, in the execution of the direction and supervision of the Employee, expressly not provide assignments to the Employee which would result in the violation of article 10 of the Placement of Personnel by Intermediaries Act.
- article 12a of the Placement of Personnel by Intermediaries Act: the Client provides information in writing or electronically about the terms and conditions of employment applicable with the Client prior to commencement of the Assignment.

Article 31. Obligations and liability Client

31.1 During the duration of the Agreement Client is liable for the damage and loss which LPC, the Employee, Client and/or third parties suffer as a result of the acts and/or omissions of the Employee. Client indemnifies LPC for any liability (including costs that include the actual costs of legal assistance) - directly, indirectly or pursuant to art. 6:170 of the Dutch Civil Code - in the matter of damage and/or loss referred to in this paragraph.

31.2 Client is obligated to ensure sufficient insurance to cover the liability specified in this article. Client needs to submit a copy of the policy schedule to LPC upon first request of LPC.

Article 32. Intellectual and industrial property

32.1 LPC will ensure that Employee signs a statement in writing, upon request of Client, in order to effectuate or promote, to the extent necessary and possible, that all rights of intellectual and industrial property on the results of the work activities of the Employee, accrue to or are or will be transferred to Client. If, in relation to this, LPC owes a reimbursement to the Employee or otherwise needs to incur costs, Client owes an equal reimbursement or equal costs to LPC.

32.2 Client is at liberty to conclude an agreement with the Employee directly or submit a statement for signing to the Employee pertaining to the intellectual and industrial property rights referred to in paragraph 1 of this article. Client informs LPC about its intention to do so and provides a copy of the agreement/statement drawn up for the matter to LPC.

32.3 LPC is not liable towards Client for a penalty or incremental penalty payment which the Employee forfeits or any damage and loss of Client as a result of the fact that Employee invokes any right of intellectual and/or industrial property.