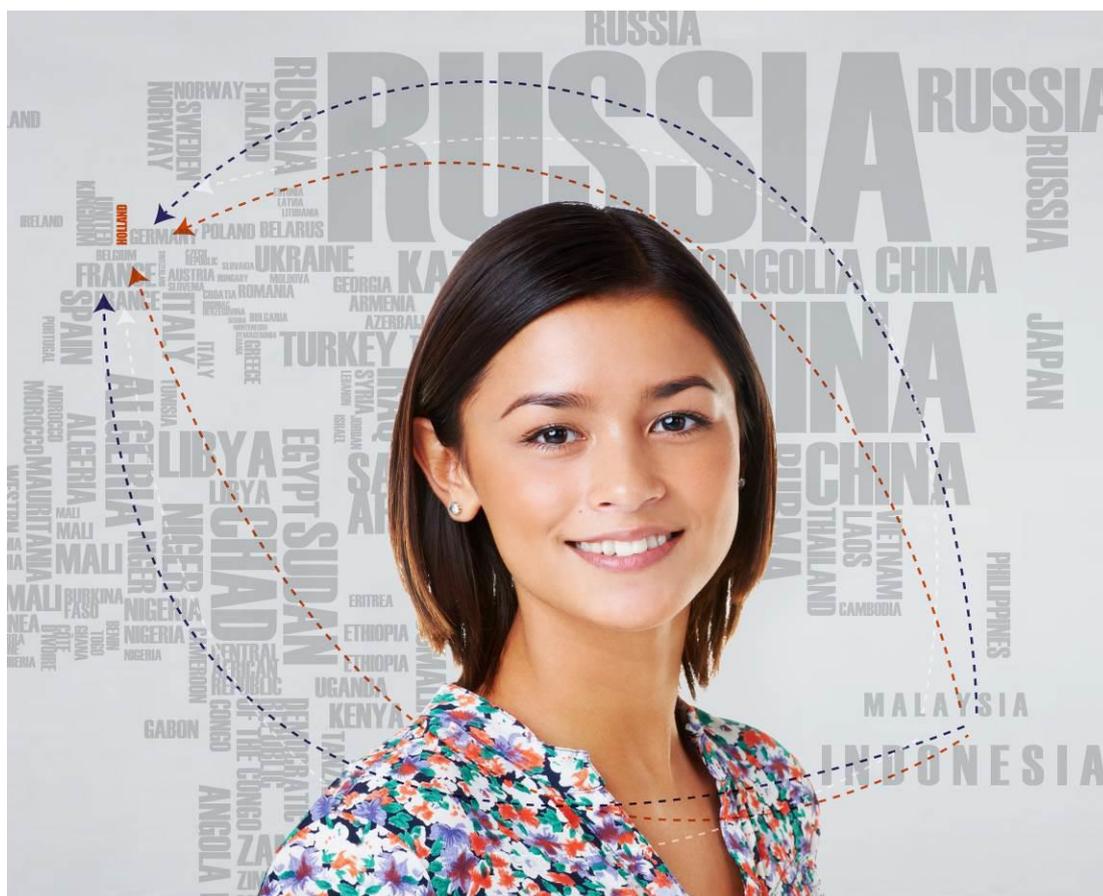


GENERAL TERMS AND CONDITIONS



UNDUTCHABLES

RECRUITMENT PARTNER FOR INTERNATIONALS

Table of contents

General provisions

Article 1	Scope of application	3
Article 2	Definitions	3
Article 3	The Contract in general	3

Placement and secondment

Phase A with agency clause 3

Article 4	The Contract	
Article 5	Replacement and availability	4

Secondment (Phase A without agency clause and Phase B)

Article 6	The Contract	4
Article 7	Illness/incapacity for work and replacement	4
Article 8	Right to suspend performance	4
Article 9	Working procedure	5
Article 10	Length of the working week and working hours	5
Article 11	Company closures and mandatory days off	5
Article 12	Position and remuneration	5
Article 13	Proper management and supervision	5
Article 14	Working conditions	6
Article 15	Client's rate	6
Article 16	Billing	6
Article 17	Special minimum payment obligations	7
Article 18	Entering into an employment relationship with the Temporary Worker	7
Article 19	Best-efforts obligation and liability	7
Article 20	Client's duty to verify and to retain	7
Article 21	Co-determination Confidentiality	8

Direct Recruitment

Article 22	Executing the Contract	8
Article 23	Rate	8
Article 24	Client's duty to inform	8
Article 25	End of the Contract	8

Final provisions

Article 26	Prevention of unacceptable discrimination	8
Article 27	Intellectual property	8
Article 28	Confidentiality	9
Article 29	Personal data	9
Article 30	Payments and consequences of non-payment	9
Article 31	Trips abroad	9
Article 32	Client's liability	9
Article 33	Nullity	9
Article 34	Applicable law and competent court	9

General Terms and Conditions

Set out below are the General Terms and Conditions of Undutchables Recruitment Agency B.V. ('Undutchables'). These General Terms and Conditions are also filed at the Chamber of Commerce for Amsterdam under number 33277208.

General provisions

Article 1 Scope of application

1. These General Terms and Conditions apply to all current and future offers, contracts and other agreements of Undutchables insofar as this relates to the posting and/or secondment of temporary workers to clients and the recruitment and selection of candidates.
2. Any purchase or other terms and conditions of the client are not applicable and are expressly rejected by Undutchables, even if these are included or declared applicable in any correspondence or appendices to any agreement or follow-up contract between Undutchables and the client.
3. Agreements deviating from these terms and conditions will only apply if agreed in writing.
4. Undutchables is entitled to unilaterally adapt these terms and conditions. The client will then be presented with an amended copy. If no date for the commencement of the changes has been communicated, an amendment will take effect for the client on presentation of the amended terms and conditions.
5. The legal status and the terms and conditions of employment of the temporary worker are laid down and regulated in the collective labour agreement for temporary workers of the ABU.

Article 2 Definitions

In these General Terms and Conditions the following definitions apply:

1. **Undutchables:** the private company Undutchables Recruitment Agency B.V., registered according to its articles of association in Amstelveen.
2. **Temporary Worker:** any natural person who has entered into a temporary employment contract as referred to in Article 7:690 of the Dutch Civil Code with Undutchables in order to perform work for a third party under the direction and supervision of that third party.
3. **Candidate:** any natural person, who is proposed on behalf of Undutchables to a potential client.
4. **Client:** any natural person or legal entity that:
 - has a Temporary Worker perform work under its direction and supervision;
 - employs a candidate directly through the mediation of Undutchables as referred to in paragraph 4 of this article.
5. **Contract:** the agreement between the Client and Undutchables under which, in return for a fee:
 - a Temporary Worker is provided by Undutchables to the Client to perform work under its direction and supervision;
 - a candidate is employed directly at the Client through the mediation of Undutchables.
6. **Placement Clause:** the written stipulation in the temporary employment contract between Undutchables and the Temporary Worker and/ or in the Collective Labour Agreement stating that the temporary employment contract will end by operation of law when the term during which the Temporary Worker is provided to the Client by Undutchables ends at the request of the Client (Article 7:691 paragraph 2 of the Dutch Civil Code).
7. **Collective Labour Agreement (CLA):** the applicable collective labour agreement for Temporary Workers (always the most recent) concluded between the Algemene Bond Uitzendondernemingen (ABU) on the one side and FNV Bondgenoten, CNV Dienstenbond and De Unie on the other side.

8. **Client's Rate:** The rate payable by the Client to Undutchables, exclusive surcharges, reimbursement of expenses and VAT. The rate is calculated per hour unless stated otherwise.
9. **Hirer's remuneration:** the legally applicable remuneration of an employee employed by the Client, working in a position that is the same or equivalent to the position that the Temporary Worker performs and which is determined on the basis of the elements as laid down in the Collective Labour Agreement.
10. **Specialist Scheme:** The specific provision(s) in the Collective Labour Agreement applicable to the Client, which relate to the remuneration (as referred to in paragraph 8) of skilled workers and which have been notified to and approved in writing by the parties to the Collective Labour Agreement and must therefore be applied with effect from the first day of the Temporary Worker's time at the relevant Client.

Article 3 The Contract in general

1. All quotations from Undutchables are without obligation and explicitly subject to price changes. The quotations are valid for 1 month, unless explicitly stated otherwise in the quotation.
2. A Contract is concluded through the written confirmation from the Client to Undutchables or the acceptance, whether or not tacitly, that Undutchables will commence with the execution of the Contract.

Placement and Secondment Phase A with agency clause

Article 4 The Contract

1. A Contract is entered into for an indefinite period of time.
2. A Contract can be dissolved in the interim with immediate effect when one of the Parties:
 - has applied for suspension of payments or has been granted suspension of payments;
 - has filed for bankruptcy or has been declared bankrupt;
 - is dissolved or any other liquidation proceedings apply;
 - has ceased the activities of the company operated by it.
3. If Undutchables dissolves the Contract because a situation as described in paragraph 2 applies to the Client, Undutchables can interpret the situation as a request from the Client to terminate the posting of the Temporary Worker. This will not result in any liability on the part of Undutchables for any damage that the Client sustains as a result.
4. On the termination of the Contract, all claims of Undutchables on the Client, for whatever reason, will become immediately due and payable.
5. The end of the Contract means the end of the posting of the Temporary Worker.
6. Termination of the Contract at the Client's initiative also implies the Client's request to Undutchables to terminate the current posting of Temporary Workers by the date on which the Contract ends by law. The notice period is in accordance with Article 15.2 of the Collective Labour Agreement (CLA).
7. The posting ends by operation of law if Undutchables can no longer make the Temporary Worker available because the temporary employment contract has ended and this employment relationship is not continued for the benefit of the same Client. In this case, there will be no attributable failure by Undutchables towards the Client and Undutchables will not be liable for any damage the Client sustains as a result.
8. If the posting in Phase A lasts more than 12 months, an appropriate offer must be made in the 13th month for a fixed scope of work, whereby the obligation to continue to pay wages may not be excluded. Undutchables offers this in the form of a secondment contract in Phase B.
9. If at the start of the temporary employment contract with agency clause the obligation to continue paying wages is

explicitly not excluded, then a fixed number of hours per week/ per 4 weeks applies. These are guaranteed by the Client and must therefore always be paid by the Client.

Article 5 Replacement and availability

1. During the course of the Contract, Undutchables is entitled to offer a replacement Temporary Worker.
2. There is no attributable failure by Undutchables towards the Client and Undutchables is not obliged to compensate the Client for any damage or costs if, for any reason whatsoever, it cannot post a (replacement) temporary worker (any longer), or at least cannot (anymore) post a temporary worker in the manner and to the extent agreed under the Contract or afterwards.

Secondment (Phase A without agency clause and Phase B)

Article 6 The Contract

1. A confirmation of the secondment Contract will include the following specifications:
 - project name and description;
 - the rate to be charged by Undutchables to the Client (excl. VAT);
 - the start date and any end date of the project; and
 - any other special provisions that apply to the project;
2. The rate comprises (at the very least) the agreed hourly rate and travel expenses to be charged. Undutchables is entitled to adjust the rate in the interim as a result of cost-increasing government measures or other binding regulations, changes to the (CLA) remuneration or employment conditions of the deployed personnel, or changes to social security costs or contributions or changes to tax legislation and the like.
3. The Client owes the rate to Undutchables from the moment the proposed candidate starts to perform work for/at the Client.
4. Undutchables will not be liable for any exceeding of a predetermined term for the execution of the project. The Client will owe the agreed rate over these additional hours, unless otherwise agreed in writing.
5. A Phase A secondment contract without an agency clause, but with the exclusion of continued payment of wages, cannot be terminated prematurely by the Client. The Client can, however, give notice that there is no longer any work. The Temporary Worker must observe the notice period in accordance with Article 15.4 or 15.5 of the CLA.
6. A Phase B secondment contract cannot be terminated prematurely by the Client or the Temporary Worker.
7. If during the term of a Phase B secondment contract it emerges that there is no work available for the Temporary Worker, Undutchables will have a continued obligation to pay wages to the Temporary Worker. In that case, the Client is obliged to pay the reversion wage (i.e. 100% of the actual wage) to Undutchables until Undutchables has found suitable work for the Temporary Worker.
8. With respect to Contracts that are related to secondment, the Client must inform Undutchables at the latest 6 weeks before the end of the posting whether an extension of the posting is desired. On failure to do so, the Client will owe the Temporary Worker a fee equal to one month's salary. This fee will be paid to Undutchables.
9. A Contract can be immediately dissolved (extra)judicially by one of the parties if the other party:
 - is in default;
 - has applied for suspension of payments or has been granted suspension of payments;
 - has filed for bankruptcy or has been declared bankrupt;
 - is dissolved or any other liquidation proceedings apply;
 - has ceased the activities of the company operated by it.
 If Undutchables terminates the Contract on one of these grounds, the Client's behaviour, on which the dissolution is based, implies the Client's request to terminate the posting of the Temporary Worker. This will not result in any liability

on the part of Undutchables for any damage that the Client sustains as a result. As a result of the termination, Undutchables' claims will be immediately due and payable. This includes compensation for income lost or income that will be lost as a result of the premature termination of the posting.

10. Undutchables will keep timesheets relating to the progress of the agreed project. The Client will make sure that the number of hours worked and overtime are completed correctly.
11. The consequences of incorrectly completed timesheets and/or the consequences of unauthorised approved timesheets are entirely at the expense and risk of the Client.
12. Complaints relating to the execution of the project and the quality of the work delivered must be communicated without delay, stating reasons to Undutchables both orally and in writing, failing which any right that the Client can derive from this will lapse. The Client and Undutchables will consult about the handling of complaints. Complaints or claims do not suspend the Client's payment obligations.
13. If the posting in Phase A lasts more than 12 months, an appropriate offer must be made in the 13th month for a fixed scope of work, whereby the obligation to continue to pay wages may not be excluded. Undutchables offers this in the form of a secondment contract in Phase B.

Article 7 Illness/incapacity for work, replacement

1. In the event of illness or incapacity for work of the Temporary Worker, Undutchables is entitled but not obliged to offer a replacement candidate for the duration of the illness or the incapacity for work and during the term of the Contract. The Client can only reject this offer on reasonable grounds.
2. The risk associated with the Temporary Worker becoming ill lies with the Client. This means that in the event of illness the salary including the margin will be charged to the Client. If desired, the Client can also opt to have Undutchables bear the risk associated with the Temporary Worker becoming ill. Clearly, a higher rate will then apply.
3. If the Temporary Worker demonstrably fails to perform well in the probationary period, Undutchables has a best-efforts obligation to arrange for proper replacement.
4. There is no attributable failure by Undutchables towards the Client and Undutchables is not obliged to compensate the Client for any damage or costs if, for any reason whatsoever, Undutchables cannot post a (replacement) Temporary Worker (any longer), or at least cannot (anymore) post a Temporary Worker in the manner and to the extent agreed under the Contract or afterwards.

The following articles apply for phase A with and without an agency clause and Phase B

Article 8 Right to suspend performance

1. The Client is not entitled to temporarily suspend the employment of the Temporary Worker in whole or in part, unless there is situation of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. In derogation from paragraph 1, suspension is, however, possible when:
 - This is agreed in writing and the term thereof is established; and
 - The Client demonstrates that there is temporarily no work available or that the Temporary Worker cannot be given work; and
 - Undutchables can successfully invoke the exclusion of the duty to continue paying salary towards the Temporary Worker on the ground of the CLA.
 In the above situations the Client will not be required to pay the Client's Rate for the term of the suspension.
3. If the Client is not entitled to temporarily suspend the posting but the Client temporarily does not have any work for the Temporary Worker, the Client will be obliged, for the term of the Contract, to continue paying Undutchables the full Client's rate for the number of hours and overtime hours

per period that most recently applied in accordance with the Contract.

Article 9 Working procedure

1. The Client must provide Undutchables with an accurate description of the position, the requirements related to the position, the working hours, the length of the working week, the relevant work, the work location, the working conditions and the intended term of the Contract in plenty of time before the Contract commences, and furthermore to do anything that is needed or desirable to facilitate a timely and proper execution of the Contract by Undutchables.
2. Undutchables will decide which Temporary Workers it will propose to the Client for the execution of the Contract on the basis of the information provided by the Client and the capacity, knowledge and skills of which it is aware in respect of the Temporary Workers who are eligible. The Client will be entitled to reject the proposed Temporary Worker and if it does so the proposed Temporary Worker will not be posted.
3. Undutchables will not fail in their duties towards the Client and will not be obliged to compensate any damage if the contacts between the Client and Undutchables prior to a possible Contract fail, for any reason whatsoever, to lead to the actual posting of a Temporary Worker or fail to lead to a posting of a Temporary Worker within the term desired by the Client; such contacts include a concrete request from the Client that a Temporary Worker be posted.
4. Undutchables is not liable for any direct, indirect or consequential or business damage sustained as result of the deployment of workers that do not appear to meet the requirements stipulated by the Client unless the Client submits a written complaint in this respect to Undutchables within a reasonable term after the commencement of the posting and proves in this respect that Undutchables was guilty of an intentional act or omission or wilful recklessness when the selection was made.

Article 10 Length of the working week and working hours

1. The scope of the Temporary Worker's work and the Temporary Worker's working hours at the Client will be laid down in an order confirmation unless agreed otherwise. The Temporary Worker's working hours, the length of the Temporary Worker's working week, the Temporary Worker's breaks, and the Temporary Worker's rest periods will be the same as the customary times and hours that apply at the Client unless agreed otherwise. The Client guarantees that the length of the Temporary Worker's working week and the Temporary Worker's breaks and working hours will comply with the statutory requirements. The Client will ensure that the Temporary Worker does not exceed the working hours permitted under the law and the agreed scope of the work.
2. The Temporary Worker's holidays and leave will be arranged in accordance with the law and the CLA.

Article 11 Company closures and mandatory days off

1. When the Contract is entered into the Client must inform Undutchables regarding any company closures and collective mandatory days off during the term of the Contract so that Undutchables can ensure that those circumstances are taken into consideration in the employment contract with the Temporary Worker if possible. If the intention to schedule a company closure and/or collective mandatory days off becomes known after the Contract is entered into, the Client must inform Undutchables in this regard immediately after it becomes known. If the Client fails to inform Undutchables in a timely manner, the Client will be obliged to continue paying Undutchables the full Client's Rate for the customary number of hours and overtime hours per period that most recently applied in accordance with the Contract and terms and conditions for the term of the company closure.

Article 12 Position and remuneration

1. Before the commencement of the Contract the Client will provide the description of the position to be held by the Temporary Worker and the related pay classification in accordance with the Client's remuneration scheme.
2. The Temporary Worker's remuneration, including any bonuses and expense allowances, will be determined in accordance with the CLA (including the provisions governing the hirer's remuneration; see paragraphs 4 and 6 below) and the applicable laws and regulations on the basis of the job description provided by the Client.
3. If at any time it appears that this job description and the related pay classification are not in line with the position actually held or to be held by the Temporary Worker, the Client will immediately provide Undutchables with the correct job description and related pay classification. The Temporary Worker's remuneration will be determined anew (with retroactive effect) on the basis of the new job description. The position and/or pay classification may be modified during the term of the Contract if the Temporary worker reasonably claims or can claim such a modification by invoking the law, regulations, the CLA and/or the Hirer's Remuneration. If the modification leads to a higher remuneration, Undutchables will correct the Temporary Worker's remuneration and the Client's Rate accordingly. The Client will owe Undutchables this corrected rate as from the time at which the Temporary worker performs the work related to the actual position.
4. Pursuant to the CLA, Undutchables is obliged to apply the Hirer's Remuneration on the commencement of the posting of the Temporary Worker at the Client.
5. The Client will provide Undutchables with information regarding all the elements of the Hirer's Remuneration referred to in Article 2.9 (with respect to the amount and time of the initial wage increases, only insofar as that is known at that moment) in a timely manner and in any event not later than on the commencement of the posting.
6. The Client will inform Undutchables in a timely manner of the amount of any changes in the Hirer's Remuneration and the initial wage increases that have been determined, or in any event as soon as that information becomes known.
7. The consequences arising from incorrect or incomplete information being provided by the Client will be borne by the Client. The Client indemnifies Undutchables with regard to all damage that it sustains in this context.

Article 13 Proper management and supervision

1. In performing its supervision or management duties with respect to the performance of the work, the Client will act towards the Temporary Worker in accordance with the same duty of care that it is obliged to observe with respect to its own employees.
2. The Client is not permitted to in turn 'lend out' the Temporary Worker to a third party, i.e. to make the Temporary Worker available to a third party to perform work under the supervision or management of that third party. Lending out is also taken to mean the Client making the Temporary Worker available to a natural person with whom or a legal entity with which the Client is affiliated in a group.
3. The Client may only set a Temporary Worker to work in derogation from the provisions laid down in the Contract and terms and conditions if Undutchables and the Temporary Worker have given written permission to do so in advance.
4. A Client having its registered office in the Netherlands may set the Temporary Worker to work abroad only under the strict management and supervision of the Client and for a fixed term and provided that this has been agreed in writing with Undutchables and the Temporary Worker has accepted such posting in writing.
5. The Client will compensate the Temporary Worker for any damage resulting from an item of property belonging to him/her that was used within the framework of the assigned work being damaged or lost.

6. Undutchables is not liable towards the Client for any damage or loss sustained by the Client, third parties or the Temporary Worker him or herself that ensues from the Temporary Worker's acts or omissions.
7. Undutchables is not liable towards the Client for any obligations that Temporary Workers undertake or that arise for them towards the Client or third parties, whether or not with the permission of the Client or those third parties.
8. The Client indemnifies Undutchables with regard to any liability (inclusive of costs, including the actual costs of legal representation) of Undutchables as the Temporary Worker's employer, directly or indirectly, in respect of the damage, loss and obligations referred to in paragraphs 5, 6 and 7 of this Article.
9. The Client will take out sufficient insurance in respect of the liability on the ground of the provisions contained in this Article to every extent possible. At the request of Undutchables, the Client will provide proof of such insurance.

Article 14 Working conditions

1. The Client declares that it is aware of the fact that it is deemed to be an employer pursuant to the Dutch Working Conditions Act (Arbeidsomstandighedenwet).
2. The Client is responsible towards the Temporary Worker and Undutchables for compliance with the obligations ensuing from Article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and the related regulations in connection with safety at the workplace, health, well-being and good working conditions in general.
3. The Client is obliged to provide the Temporary worker and Undutchables with written information with respect to the desired professional qualifications and the specific characteristics of the job to be filled in a timely manner and in any event within one working day before the work commences. The Client will actively inform the Temporary Worker regarding the Risk Inventory and Evaluation (RIE) that applies within its company.
4. If the Temporary Worker is involved in an industrial accident or contracts an occupational illness, the Client will immediately inform the competent authorities if it is obliged to do so under the law and it will ensure that a written report is immediately drawn up in that respect. The report will lay down the circumstances of the accident in such a way that it is possible to determine from that report with a reasonable degree of certainty whether and to what extent the accident was caused by the fact that insufficient measures were taken in order to prevent the accident or the occupational illness. The Client must inform Undutchables as quickly as possible regarding the industrial accident or the occupational illness and it must submit a copy of the report that has been drawn up.
5. The Client will compensate the Temporary Worker for and will indemnify Undutchables with regard to all damage (inclusive of costs, including the actual costs of legal representation) that the Temporary Worker sustains in the context of his performing his work if and insofar as the Client and/or Undutchables is liable for such damage on the ground of Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
6. If the industrial accident leads to death, the Client will be obliged to compensate all damage (inclusive of costs, including the actual costs of legal representation) in accordance with Article 6:108 of the Dutch Civil Code to the persons named in that Article and the Client indemnifies Undutchables with regard to this.
7. The Client will take out sufficient insurance in respect of the liability on the ground of the provisions contained in this Article. At the first request of Undutchables, the Client will provide proof of such insurance.

Article 15 Client's Rate

1. The Client's Rate the Client owes to Undutchables will be calculated on the basis of the hours to which Undutchables is entitled on the ground of the Contract and/or the terms

and conditions and will always be calculated at a minimum on the basis of the actual hours worked by the Temporary Worker. The Client's Rate will be multiplied by the surcharges and increased by the expense allowances that Undutchables owes the Temporary Worker. VAT will be charged on the Client's Rate, the surcharges and the expense allowances.

2. If at any time the Hirer's Remuneration must be applied in accordance with Article 12.4 of these Terms and Conditions, Undutchables will determine the Temporary Worker's remuneration and the Client's Rate anew (with retroactive effect) on the basis of the information that the Client provides with respect to the job classification and Hirer's Remuneration. The remuneration and the Client's Rate include all the elements of the Hirer's Remuneration that apply in respect of the Client.
3. In addition to the circumstances referred to in paragraph 2, Undutchables will in any event also be entitled to adjust the Client's Rate during the term of the Contract in the event that the costs related to the temporary employment work increase:
 - as the result of an amendment to the CLA or an adjustment of the salaries provided for in the CLA and/or the employment conditions scheme or the salaries provided for in the employment conditions scheme;
 - as a result of amendments to or pursuant to laws and regulations, including amendments to or pursuant to social insurance and tax laws and regulations or any binding regulations; or
 - as a result of a periodic or other salary increase and/or a one-off or other mandatory payment ensuing from the CLA, the CLA that applies in respect of the Client and/or the employment conditions scheme and/or laws and regulations.
4. If the Client does not accept the payment of the adjusted Client's Rate in derogation of the provisions contained in paragraphs 2 and 3 of this Article, this will imply a request on the part of the Client to terminate the posting.
5. Undutchables will inform the Client as quickly as possible and confirm to the Client in writing any adjustment of the Client's Rate. If the remuneration and/or the Client's Rate has/have been set too low as a result of any cause that can be attributed to the Client, Undutchables will be entitled to afterwards adjust the Client's Rate to the correct level with retroactive effect. Undutchables will also be entitled to charge the Client for the amounts the Client has failed to pay as a result and for the costs that Undutchables has incurred as a result.
6. In the event that the Temporary Worker's job changes during the term of a Contract in such a way that the work to be performed is classified in a lower scale, the remuneration and the Client's Rate will remain unchanged. However, this shall not affect the fact that Undutchables and the Temporary Worker must have agreed to the job change in writing beforehand.

Article 16 Billing

1. Billing will take place on the basis of the method of timekeeping that has been agreed with the Client and on the basis of the provisions indicated in the Contract, by agreement or in these Terms and Conditions. Unless the parties have agreed otherwise in writing, the time worked will be recorded using timesheets that have been approved online. Only approved timesheets will be paid out.
2. The Client is responsible for the approval of timekeeping records by its staff.
3. The Client and Undutchables may agree that the time worked will be recorded using a timekeeping system, an electronic and/or a computerised system or by means of overviews to be drawn up by or for the Client.
4. The Client will be responsible for ensuring that the time worked is recorded correctly and completely and is obliged to ensure that the information contained in the Temporary

Worker's timesheets is correct and truthful, such as the Temporary Worker's name, the number of hours worked, overtime hours, unsocial hours and shift work hours, the other hours in respect of which the Client's Rate is due pursuant to the Contract and the conditions, any surcharges and any expenses that have actually been incurred.

5. If the Client provides the timekeeping records it must ensure that Undutchables has the timekeeping records at its disposal immediately following the week worked by the Temporary Worker. The Client is responsible for the manner in which the timekeeping records are provided to Undutchables.
6. Before the Client submits the timekeeping records, it must give the Temporary Worker an opportunity to check the timekeeping records. If and insofar as the Temporary Worker disputes the information contained in the timekeeping records, Undutchables will be entitled to determine the hours and the costs in accordance with the Temporary Worker's indication unless the Client can demonstrate that the information it has provided is correct. At the request of the employment agency, the Client allows inspection of the Client's original time records and provides a copy thereof.

Article 17 Special minimum payment obligations

1. The Client is obliged to pay Undutchables at least the Client Rate per call, calculated on the basis of three hours worked and without prejudice to the other obligations of the Client if the Temporary Worker reports at the agreed time and place for the performance of the temporary employment but is not enabled by the Client to commence the temporary employment, or if the scope of the temporary employment pursuant to the Contract is less than fifteen hours per week and the times at which the temporary work must be carried out have not been determined, or if the scope of the temporary work is not or is not clearly defined.
2. If, within four calendar days prior to the commencement of the work, the Client partly or completely withdraws the call in writing or electronically or changes the times, the Temporary Worker is entitled to the wages to which he or she would have a claim if he or she had performed the work. The scheduled working day is not counted in the calculation of the term of four calendar days. The notice of cancellation must be given in writing or electronically. A notice of cancellation given verbally is not a legally valid notice of withdrawal and does not release the Client from the obligation to pay wages for the times for which the Temporary Worker was called up.
3. If, on termination of the Contract, the transition payment is due, Undutchables will pay this out to the Temporary Worker.

Article 18 Entering into an employment relationship with the Temporary Worker

1. For the purposes of this article, entering into an employment relationship with a Temporary Worker, whether or not for remuneration is taken to mean:
 - The entering into an employment contract, an agreement to accept work and/or an agreement to provide services by the Client with the Temporary Worker.
 - The posting of the Temporary Worker at the Client by a third party (for example another recruitment agency).
 - The entering into an employment relationship by the Temporary Worker with a (group) company affiliated with the Client.
2. For the purposes of this article, a Temporary Worker, is also taken to mean:
 - The candidate temporary worker registered with Undutchables.
 - The candidate temporary worker who is proposed to the Client.

- The Temporary worker whose posting is ended after fewer than the number of hours agreed with the Client beforehand for the employment relationship.
3. The Client is entitled to enter into an employment relationship with the Temporary worker only if:
 - the Client informs Undutchables in writing about the intention to enter into an employment relationship with the Temporary Worker, before implementing this intention;
 - the Temporary Worker can legally terminate or has terminated the temporary employment contract with Undutchables; and
 - the Client can legally terminate or has terminated the Contract.
 4. If the Client, in accordance with paragraph 3 of this Article, enters into an employment relationship with the Temporary Worker with regard to the same or a different position, the Client will owe Undutchables a fee. This fee will be calculated as follows:
 - If the Temporary Worker has been posted at the Client less than the agreed number of hours, the fee will be the remaining hours x the agreed margin.
 5. The Client shall also owe the fee referred to in paragraph 4 if the Temporary Worker applies directly or through third parties to the Client within six months after the posting at the Client has ended, or if the Client contacts the Temporary Worker within six months after the posting has ended either directly or through third parties and enters into an employment relationship.
 6. If a Temporary Worker has been proposed to a potential Client through the mediation of Undutchables and this potential Client enters into an employment relationship with the Temporary Worker for the same role or another position before the posting has been concluded, this potential Client will owe a fee of 100% of the Client's Rate that would have been applicable for this Temporary Worker had the Temporary Worker been posted for a period of 1040 hours. If the Temporary Worker applies for and accepts a position at the Client directly or via third parties within 1 year after the contact has been made, the Client will owe 50% of said fee.

Article 19 Best-efforts obligation and liability

1. Undutchables is obliged to make efforts to ensure that the Contract is executed properly. If Undutchables fails to comply with this obligation, the temporary employment agency will be obliged, with due observance of the provisions contained in paragraphs 2 and 3 below and elsewhere in these General Terms and Conditions, to compensate only the direct damage that the Client sustains as a result, provided that the Client submits a written complaint to Undutchables as quickly as possible and in any event not later than three months after this damage has arisen or became known and demonstrates in this respect that the damage is a direct result of a shortcoming on the part of Undutchables.
2. Any liability on the part of Undutchables that ensues from the Contract will be limited to the Client's Rate that Undutchables charges the Client for the execution of the Contract, the foregoing in respect of the agreed number of working hours and the agreed term of the Contract up to a maximum of three months.
3. Any liability on the part of Undutchables for indirect damage, including consequential damage, loss of profits, lost savings and losses due to business interruption, is excluded.
4. Any compensation for damage to be paid by Undutchables to the Client will never exceed the amount to be paid out by the insurance company under Undutchables' liability insurance policy.

Article 20 Client's duty to verify and to retain

1. If Undutchables makes a foreign national within the meaning of the Dutch Foreign Workers (Employment) Act

(Wet Arbeid Vreemdelingen) available to the Client, the Client hereby explicitly declares that it is familiar with the substance and scope of that Act as well as its (own) responsibilities in this respect, including among other things that, upon commencement of the work by a foreign national, the Client is obliged to obtain from the foreign national a copy of the document as referred to in Article 1 of the Dutch Compulsory Identification Act (Wet op de Identificatieplicht). The Client is responsible for carefully checking the above-mentioned document and must confirm the foreign national's identity on the basis of this document. The Client must retain a copy of the document in its files. Undutchables is not responsible or liable for any penalty that is imposed on the Client in the context of the Dutch Compulsory Identification Act.

- The Client indemnifies Undutchables with regard to penalties imposed on Undutchables as a result of any breach by or on behalf of the Client of the provisions contained in the Dutch foreign workers (Employment) Act.

Article 21 Co-determination

- The Client is obliged to give a Temporary Worker who is a member of the Works Council of Undutchables or of the Client's an opportunity to exercise those co-determination rights in accordance with the applicable laws and regulations.
- If the Temporary Worker is involved in co-determination at the Client's company, the Client will also owe the Client's Rate for the hours during which the Temporary Worker performs work or takes a training course during working hours in connection with such co-determination.

Direct Recruitment

Article 22 Executing the Contract

- The Client shall ensure that all data of which Undutchables indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the performance of the Contract are provided to Undutchables in a timely manner in writing.
- If the data required for the execution of the Contract has not been provided to Undutchables in a timely and/or correct manner, Undutchables has (among other things) the right to suspend the execution of the Contract.
- An execution term specified by Undutchables or agreed with its Client is for information purposes, is an approximation and will therefore never be regarded as a deadline, unless expressly agreed otherwise in writing.
- If and insofar as a proper execution of the agreement so requires, Undutchables has the right to have certain activities arising from the Contract performed by third parties.

Article 23 Rate

- Undutchables' rate comprises a percentage of the gross full-time annual salary agreed between the Client and the candidate, including holiday allowance and, if applicable, a fixed thirteenth month excluding VAT.
- The rate becomes payable when the candidate commences work at the Client.
- Costs for placing advertisements, psychological tests and travel and accommodation expenses of candidates are not included in the rate and will be charged separately to the Client, unless explicitly agreed otherwise.
- If a candidate with whom the Client has concluded an employment contract leaves within one month when the contract term is 6 months or less, or leaves within the stipulated probationary period if the contract term is more than 6 months and this is not predominantly the fault of the Client, or because the job does not correspond to the job profile, or due to a change of circumstances at the Client, Undutchables will refund up to half of the rate to the Client. After the expiry of one month or the stipulated probationary period, any obligation of Undutchables to refund will lapse.

The transition payment due will be entirely for the Client's account and must be paid directly to the candidate.

- If, during the term of the Contract as well as within a period of 1 year after termination of the Contract which is not at the initiative of Undutchables, the Client concludes an employment contract or a contract for services with one of the candidates proposed by Undutchables or has the candidate perform work for it in any way whatsoever regardless of whether this is through the mediation of third party, the Client will owe Undutchables a fee calculated in accordance with paragraph 1 of this article.

Article 24 Client's duty to inform

- The Client is obliged to immediately notify Undutchables in writing of any employment contract concluded with one or more candidates, stating the gross annual salary agreed with the candidate.
- The obligation to provide information referred to in paragraph 1 of this article also applies if the Client enters into an employment relationship within a term of 1 year after the end of the Contract either directly or through and/or for third parties, which candidate is known to the Client pursuant to the Contract, regardless of the position for which this candidate has been approached.

Article 25 End of the Contract

- The Contract will end (in any event):
 - if an employment contract has been concluded between the Client and a candidate in respect of the vacancy that is the subject of the Contract;
 - if the vacancy has in the meantime been filled by a person other than the candidate proposed by Undutchables;
 - if the vacancy lapses.
- A Contract can be dissolved immediately (out-of-court) by either party if the other party:
 - is in default;
 - has applied for suspension of payments or has been granted suspension of payments;
 - has filed for bankruptcy or has been declared bankrupt;
 - is dissolved or any other liquidation proceedings apply;
 - has ceased the activities of the company operated by it.
- If Undutchables terminates the Contract on one of the grounds referred to in paragraph 2, this will not lead to any liability of Undutchables for any damage that the Client sustains as a result. As a result of the termination, Undutchables' claims will be immediately due and payable.

Final provisions

Article 26 Prevention of unacceptable discrimination

- In order to prevent any unjustified differentiation being made, in particular on the basis of religion, personal beliefs, political affinity, sex, race, nationality, heterosexual or homosexual orientation, civil status, handicap, chronic illness, age or on any other ground whatsoever, the Client will not be entitled to stipulate any requirements that are not relevant in respect of the position in question when providing the information regarding the work to be assigned, nor may Undutchables take any such requirement into consideration.

Article 27 Intellectual property

- At the Client's request Undutchables will have the Temporary Worker sign a written statement in order to ensure – insofar as necessary and possible – that all intellectual property rights in respect of the results of the work performed by the Temporary Worker will accrue to or will be transferred to the Client. If Undutchables owes the Temporary Worker any remuneration in this respect or if Undutchables otherwise incurs costs, the Client will owe

Undutchables the same amount of remuneration or the same amount in costs.

2. The Client is free to enter into an agreement directly with the Temporary Worker or to provide the Temporary Worker with a statement to be signed in respect of the intellectual property rights referred to in subsection 1. The Client will inform Undutchables of its intentions in this respect and will provide Undutchables with a copy of the related agreement that has been drawn up.
3. Undutchables will not be liable towards the Client for any fine or penalty that the Temporary Worker forfeits or any damage that the Client sustains as a result of the fact that the temporary employee invokes any intellectual property right or acts contrary to any rights in respect of the Client.

Article 28 Confidentiality

1. Undutchables and the Client will not provide third parties with any confidential information from or about the other party, its activities and its business relations that comes to their attention in connection with the Contract, unless the provision of such information is necessary in order to properly execute the Contract, or the party in question is under a legal obligation to disclose such information. Undutchables is free to use the Client's name for promotional purposes, unless on entering into the Contract the Client has explicitly made a written objection to this.
2. At the Client's request Undutchables will oblige the Temporary Worker to observe a duty of confidentiality with respect to any information that comes to his attention in the performance of his work unless the Temporary Worker is under a legal duty to disclose such information.
3. The Client is free to directly oblige the Temporary Worker to observe a duty of confidentiality. The Client will inform Undutchables of its intentions and will provide Undutchables with a copy of the related agreement/statement that has been drawn up in this respect.
4. Undutchables will not be liable for any fine, penalty or any other damage the Client incurs as a result of the Temporary worker violating such a duty of confidentiality.

Article 29 Personal data

1. The Client undertakes to process all personal data provided to it solely in accordance with the General Data Protection Regulation (GDPR).
2. Undutchables processes the personal data it holds in accordance with the GDPR. The policy adopted by Undutchables is reflected in its privacy statement, which can be viewed at <https://undutchables.nl/privacy-commitment>.
3. The Client is not permitted to disclose details of a candidate or Temporary Worker to third parties. In the event of violation of the provisions contained in this article, the Client will owe Undutchables an immediately due and payable penalty of €25,000 per violation.

Article 30 Payments and consequences of non-payment

1. The Client must pay the invoices submitted by Undutchables within thirty days of the invoice date, without any suspension, discount or setoff. If an invoice is not paid within this period, the Client will be in default by operation of law and will owe interest of 8% per year, whereby part of a month will be counted as a full month.
2. All costs incurred by Undutchables to obtain payment, such as (extra)judicial costs, including (but not limited to) the cost of legal assistance, are fully payable by and for the account

of the Client. The extrajudicial costs are calculated in accordance with the Decree on extrajudicial collection costs (Besluit vergoeding buitengerechtelijke incassokosten - BIK).

3. Only payments to Undutchables or to a third party designated by Undutchables in writing lead to discharge. Payments to Temporary Workers or the provision of advances to Temporary Workers are invalid and can never constitute grounds for division or set-off of debts.
4. The copy in the possession of Undutchables of the invoice sent by Undutchables is regarded as full proof of the chargeability of the relevant invoice amount as well as the interest and the day on which the interest calculation starts.
5. Complaints regarding an invoice must be submitted to Undutchables in writing within ten days of the invoice date, after this period the Client's right of complaint lapses. The burden of proof regarding the timely submission of the complaint rests with the Client.

Article 31 Trips abroad

1. Undutchables has travel insurance for Temporary Workers who travel abroad on behalf of the Client. If a Temporary Worker has to travel to a war zone or an area for which a negative travel advice has been issued, this insurance does not apply. In this case, the risk lies fully with the Client. Undutchables will advise the person in question against travelling in such a situation.

Article 32 Client's liability

1. A Client that fails to comply with its obligations ensuing from/relating to the Contract or these General Terms and Conditions, in particular the obligations described in Articles 13, 14 and 19, will be obliged to compensate all damage that Undutchables sustains as a result (inclusive of costs, including the costs of legal representation) without any prior notice of default being required. The Client explicitly indemnifies Undutchables in this respect. This shall not affect any other claims of Undutchables. The provisions contained in this article apply generally with respect to – and if necessary as a supplement to – the matters that have already been arranged separately in these General Terms and Conditions and with respect to matters in respect of which this is not the case.

Article 33 Nullity

1. If one or more of the provisions contained in these General Terms and Conditions is null and void or is declared null and void, the Contract and the General Terms and Conditions will otherwise remain in effect. The provisions that are not legally valid or that cannot legally be applied will be replaced with provisions that are in line with the purport of the provisions to be replaced to every extent possible.

Article 34 Applicable law and competent court

1. All offers, contracts and other agreements of Undutchables as well as these General Terms and conditions are governed exclusively by Dutch law.
2. Any disputes that ensue from or that are related to a legal relationship that is governed by these General Terms and Conditions will be resolved in the first instance exclusively by the competent court of the District in which Undutchables has its head office. Undutchables is also authorised to apply to the court of the district where the relevant branch of Undutchables or the Client is located.