

# general terms and conditions.

placement of  
professionals by  
randstad professional

as at 1 March 2026



partner for talent.

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## article 1: definitions.

- **CLA:** the (VVDN) Collective Labor Agreement for Seconded Employees in force at the time. The applicable CLA can be consulted on the Randstad Professional website.
- **CLA SFU:** the Collective Labor Agreement Stichting Fonds Uitzendbranche (SFU).
- **services:** all work to be performed by Randstad Professional for a Client, including but not limited to secondment, consultancy, organizational advice, education, automation services and support.
- **sustainable working and living:** the regulations referred to in the CLA as regulations on Sustainable working and living.
- **essential terms of employment:**
  - wages and other allowances;
  - working hours, including overtime, rest periods, night shift work, breaks, the duration of vacations and working on public holidays.
- **equal remuneration:** equal remuneration means that:
  - the total of the Professional's essential terms of employment must be at least equivalent to the total of the essential terms of employment of the employee employed by the Client with an equal (or equivalent) position, working in an equal or equivalent position;
  - the total of the employee's non-essential terms of employment must be at least equivalent to the total of the non-essential terms of employment of the employee employed by the Client with an equal (or equivalent) position;
  - the total of the employee's essential and non-essential terms of employment must be at least equivalent to the total terms of employment of the employee employed by the Client with an equal (or equivalent) position.

In the elaboration of equal remuneration, Randstad Professional has, in accordance with the CLA, its own terms of employment, set out in the Randstad Professional Staff Guide. These terms of employment constitute a guaranteed minimum level of terms of employment regardless of where the Professional performs work.

If the total terms of employment of the employee employed by the Client with an equal (or equivalent) position exceeds the terms of employment of Randstad Professional, Randstad Professional will compensate this difference with a project allowance for the duration of the secondment at the Client. If the total terms of employment of the employee employed by the Client with an equal (or equivalent) position are less favorable than the terms of employment of Randstad Professional, Randstad Professional's own terms of employment shall apply in full.

- **assignment:** the contract between a Client and Randstad Professional on the basis of which Randstad Professional provides Services to the Client.
- **assignment confirmation:** the document to be sent by Randstad Professional, by means of which the contract is concluded and which in any event includes the content of the Services and the (hourly) fee and the term of the assignment. If applicable, the document also records which data will be made available to Randstad Professional by or on behalf of the Client on commencement and during the fulfilment of the assignment.
- **Client:** every natural person or legal entity with whom/which Randstad Professional concludes a contract or other agreement or to whom Randstad Professional makes an offer.
- **pre-employment screening:** background screening of a candidate by Randstad Professional at the Client's request prior to commencement of the work.
- **Professional:** the individual who, under an employment agreement with Randstad Professional or with a Randstad Professional supplier, performs work for and/or on behalf of the Client at the instruction and under the supervision of that Client.
- **Randstad Professional:** Randstad Professional bv. Randstad Professional is a member of the Vereniging van Detacheerders Nederland (Dutch Association of Secondment Agencies, VVDN).
- **sanctions lists:** lists of companies, institutions and persons who are subject to economic sanctions.

- **fee:** the compensation payable by the Client to Randstad Professional in connection with the assignment.
- **confidential information:** information classified as such by the disclosing party and information which the recipient knew or should have reasonably known to be of a confidential nature.

## article 2: applicability.

1. These General Terms and Conditions apply to all offers, contracts and other agreements between Randstad Professional and the Client concerning the Services provided by Randstad Professional, with the exception of recruitment, selection and payroll services, all of the above in so far as these terms and conditions, by their nature and content, are applicable to the service in question.
2. General Terms and Conditions or differing provisions of the Client are valid only if and insofar as they have been accepted by Randstad Professional in writing. Such acceptance cannot and may not be deduced from the fact that Randstad Professional allows the Client, without contest, not to accept the Randstad Professional General Terms and Conditions and/or to declare that other conditions apply.
3. These General Terms and Conditions are available in both Dutch and English. In the event of potential conflicts, the Dutch text shall prevail.

## article 3: offers and conclusion of the assignment.

1. All offers issued by Randstad Professional and the prices and conditions they contain are always made entirely without obligation and unless otherwise stated, are valid for a maximum of four weeks. A binding offer exists only if this is explicitly made by Randstad Professional in writing, stating the term for acceptance.
2. Randstad Professional is bound by oral promises only after it has confirmed these in writing.
3. Assignments and changes to these are realized at the time when Randstad Professional has accepted these in writing by sending an assignment confirmation or at the time when Randstad Professional actually commences the performance of the work.

## article 4: term and termination of the contract.

1. Assignments are contracted for a fixed term or an indefinite term.
2. Fixed-term assignments are terminated by law at the time when the agreed term expires, when a pre-agreed future event arises or after a particular agreed objective is realized.
3. If the term of an assignment is made dependent on a future event or on the realization of a particular agreed objective, no interim cancellation is possible.
4. Cancellation of a fixed-term assignment is possible only if this is agreed by the parties in writing, in observance of a notice period of at least one calendar month. Cancellation must take place in writing towards the end of a month.
5. Indefinite assignments may be cancelled only in writing, towards the end of a month, observing a notice period of one calendar month.
6. The Client will notify Randstad Professional in good time before the end of the assignment whether and, if so, for which term and under which other conditions it wishes to continue or renew the assignment. The Client must provide the following information:
  - at least five weeks before the expiry of the assignment, if a fixed-term assignment is involved;
  - no more than three working days after Randstad Professional requests the Client to do so, if an assignment for an indefinite term is involved.

The Client shall also state whether it wishes to retain the same Professional on renewal of the assignment. Randstad Professional will process each request to continue or renew the assignment and will assess whether and under which conditions it will accept this request.

7. Every assignment ends on the date on which one of the parties cancels the assignment with immediate effect because:
  - the other party has defaulted on compliance with any obligation arising from the contract and/or these General Terms and Conditions;
  - the other party has been liquidated;
  - the other party has been declared insolvent or has applied for a moratorium on payments;
  - the Client loses the power to dispose of its assets or part of these through the seizure of its property, placement in receivership or by other means;
  - in Randstad Professional's view, collection of existing or future receivables from the Client cannot be secured.

If Randstad Professional bases the cancellation on these grounds, this does not lead to any liability on the part of Randstad Professional for damage that the Client suffers as a result. All receivables of Randstad Professional become payable on demand as a result of the cancellation.

8. Provisions that by their nature are intended to continue after the end of the assignment, such as the provisions concerning payment, liability, intellectual property, confidentiality, privacy and applicable law remain in effect after the end of the assignment.

## article 5: performance of the assignment.

1. Randstad Professional guarantees correct performance of the assignment in compliance with the agreements and procedures recorded in writing in the assignment confirmation.
2. The Client shall provide all assistance that can reasonably be required for the proper implementation of the assignment and other Services and shall provide Randstad Professional with all relevant information before the commencement of the assignment, including an accurate job description, job requirements, working hours, scope of employment, work, workplace, working conditions and the envisaged term of the assignment as well as all applicable terms of employment referred to in Section 12a of the Placement of Personnel by Intermediaries Act (WAADI) and Article 8 of these General Terms and Conditions.
3. During the performance of the work, the Professional shall report to a project manager or contact person designated by the Client.
4. The choice of the Professional who will perform the work in relation to the assignment shall take place on close consultation between Randstad Professional and the Client. Randstad Professional reserves the right at all times to withdraw a Professional already proposed, or to replace him with another qualified Professional. The Client may reject a proposal by Randstad Professional to replace a Professional, in writing and stating the reasons if so requested, only if the replacement Professional does not meet the job requirements set (to a sufficient extent).
5. Randstad Professional also has the right at all times to propose to the Client to replace a Professional by another Professional in the interests of its business and/or personnel policy, retaining jobs or compliance with laws and regulations, in particular the Dismissal Decree. The Client may reject such a proposal only on reasonable grounds, to be justified in writing on request.
6. If the Professional is replaced by another Professional, the remuneration and fees for the replacement employee will be fixed again, in accordance with Articles 8 and 11 of these General Terms and Conditions.
7. Without the prior written consent of Randstad Professional, the Client is not permitted to instruct the Professional to perform work other than that agreed in the assignment or to perform the work outside the Netherlands. The Professional may not be seconded to another party without the prior written consent of Randstad Professional.
8. Randstad Professional is not in default in respect of the Client and is not required to pay any compensation for damage if Randstad Professional is unable to place a (replacement) Professional with the Client (any longer), or at least cannot do so (any longer) in the manner and to the extent agreed in the assignment or thereafter.
9. In the event the Client requested Randstad Professional to carry out a pre-employment screening and the screening has not been completed before the start of the placement and the Client nevertheless requests Randstad Professional to instruct the employee to commence the activities, Randstad Professional cannot be held liable for that period.

## article 6: suspension rights.

1. Without the prior consent of Randstad Professional, the Client does not have the right to temporarily suspend the placement of the Professional, partially or in full.
2. If the Client does not have the right to temporarily suspend the placement but temporarily has no work for the Professional or cannot deploy the Professional, the Client is required to pay Randstad Professional the fee in full for the term of the assignment, for the number of hours and overtime hours per period (week, month and the like) last applying or customary pursuant to the assignment.

## article 7: scope of employment, working hours, company closures and vacation.

1. The assignment will include agreements on the scope of employment and working hours or – if the employee has completely or largely unpredictable working hours – the Professional's reference days and times. The Professional's working, break and rest times (as referred to in the Working Hours Act) shall be the same as those applicable at the Client, unless otherwise agreed. If otherwise agreed, the Client shall ensure that the Professional's working hours do not exceed the maximum limits set by law and/or the Client's collective labor agreement (insofar as it is more generous) and that the Professional's break and rest periods are not shorter than customary at the Client's. In addition, the Client shall ensure that and not exceed the scope of employment agreed in the assignment (confirmation), except for incidental overtime or extra work (to the extent permitted by law).
2. The Client undertakes to Randstad Professional to provide information of any company closures during the term of the assignment before the contracting of the assignment. During the term of the assignment, the Client shall notify Randstad Professional immediately after the announcement of a company closure, and in any event four weeks before the closure. In the event of failure to do so, the Client is required to pay Randstad Professional the fee in full for the number of hours and overtime hours per period last applying or customary pursuant to the assignment and the conditions, for the duration of the company closure.
3. The time and duration of the Professional's vacation shall be fixed by Randstad Professional after consultation with the Client, in a binding decision.

## article 8: position and remuneration.

1. The amount of the Professional's remuneration and other terms of employment are established with due regard for the law applicable at the time, the collective labor agreement, the information provided by the Client on its terms of employment and the agreements made with the Professional. The Professional is entitled to Equal remuneration.
2. In order to enable Randstad Professional to establish at least Equal remuneration and the fees to be charged in that respect, the Client shall, as also provided for in article 12a of the Placement of Personnel by Intermediaries Act, provide Randstad Professional, in a timely manner prior to the start of the assignment and furthermore upon Randstad Professional's first request and in the manner indicated by Randstad Professional, with all necessary information with regard to the level of the position to be held by the Professional, the corresponding assignment to a pay scale (taking into account terms of employment of permanent staff with relevant work experience), and the terms of employment of employees of the Client with equal (or equivalent) positions or - in the absence thereof - the terms of employment of the other employees. The Client will also notify Randstad Professional of any changes or additions to this information, including wage increases, immediately and in any event as soon as it becomes aware of them, in the manner specified by Randstad Professional. The Client declares that it is familiar with the provisions of the Labor Market Fraud (Bogus Schemes) Act, on the basis of which the Client is jointly and severally liable for the payment of the correct wage to the Professional.

3. If at any time the information provided to Randstad Professional by the Client or any aspects thereof are found to be incorrect and/or incomplete, or if they do not suffice for the job actually performed by the employee, the Client shall provide Randstad Professional with correct and complete information at Randstad Professional's first request.
4. In observance of the provisions of this article, Randstad Professional will ensure that the employee receives their wage payment and withhold the payroll taxes due. The employee's salary and allowances will be paid out gross, unless Randstad Professional is able to claim specific exemptions for the tax-free payment of expense allowances, as included in the Dutch Income and Payroll Tax Act (Wet op de loonbelasting) 1964, and it is able to meet the terms for said specific exemptions. If Randstad Professional's ability to meet these conditions and/or provide evidence thereof, depends on the Client, the Client shall be required to ensure that it and/or the Professional, prior to the payment, provides Randstad Professional with the necessary information and - to the extent necessary - the originals of underlying supporting documents or - if this is not reasonably possible - give Randstad Professional and the Tax and Customs Administration access to the necessary information and supporting documents. In the latter case, the Client will retain the information and underlying supporting documents for 7 years after the end of the calendar year in which the Professional worked for it.
5. The Client shall not pay the employee any remuneration or provide the employee with any benefits without Randstad Professional's consent. If the Client does pay the employee any remuneration or provides the employee with any benefits, the Client shall bear responsibility for withholding all payroll taxes due from said payments or benefits. The Client shall compensate Randstad Professional for any damage suffered by Randstad Professional as a result of the fact that payroll taxes are due on the aforementioned remuneration or benefits, and indemnifies Randstad Professional from claims brought by the employee or third parties, including the Dutch Tax and Customs Administration.
6. The Professional's position and/or terms of employment may be revised during the course of the assignment if the Professional has a reasonable claim to the change on the grounds of legislation and regulations, the CLA, or Randstad Professional's and/or the Client's own CLA or terms of employment. If the revision results in the employee being awarded a pay raise and/or additional terms of employment, Randstad Professional will rectify the employee's salary and/or terms of employment of the Professional accordingly, with retroactive effect if necessary.
7. If the scope of the work to be performed by the Professional and/or the working hours are not laid down clearly, the Parties establish that the initial responsibility for issuing the assignment to call up Professionals lies with the Client. If and in as far as actual or alleged claims arise in connection with the manner in which the issue of an assignment to call up Professionals is performed, such as by cancellation/withdrawal or amendment of the assignment to perform a call-up, because this results in completely or largely unpredictable working hours, the Client will indemnify Randstad Professional against claims from third parties, including actual and prospective (candidate) Professionals. The Parties have agreed that if this is the case, Randstad Professional will have the right to charge hours not worked on to the Client as well.
8. Overtime, shift work, work at special times or on special days (including public holidays) and/or changed hours will be paid in accordance with the relevant current regulations of the Client and will be charged to the Client.
9. If it becomes clear that the Professional is - unintentionally - considered to be a payroll employee, the Client will indemnify Randstad Professional against all payroll-related claims from third parties, including but not limited to claims from the Professional himself. The Parties have agreed that if this is the case, the costs and damage that arise therefrom can be charged on to the Client by them. The Client also commits that if this is the case it will afford Randstad Professional the opportunity to perform the terms and conditions of employment of the Client as yet, and the Client will cooperate with Randstad Professional within reason in terminating the assignment in a lawful manner. The Client guarantees in this connection that the assignment with this Professional will be maintained - and can therefore only be terminated - until such time that there are legitimate reasons for Randstad Professional to terminate the employment contract with the payroll Professional in question.

## article 9: instructions and direction by the Client.

1. The Professional performs the work relating to the assignment under the direction or the strict management and supervision of the Client, unless explicitly agreed otherwise in writing.
2. The Client is responsible and liable for the Professional in the same way as for its own staff. The Client indemnifies Randstad Professional against claims by the Professional and/or third parties.
3. Randstad Professional is required to follow timely and responsibly issued instructions from the Client during the performance of the assignment only if this is explicitly agreed in writing.
4. Without the prior written consent of Randstad Professional, the Client is not permitted to place the Professional with a third party in order to perform work under the management and supervision of that third party or another third party to be designated by that third party. A third party includes a natural person or legal entity with which the Client is affiliated in a group.
5. If Randstad Professional grants the consent referred to in the fourth paragraph, the following conditions in any event apply for this:
  - the Client will require the third party to acknowledge, accept and comply with the Client's obligations pursuant to the assignment, the other agreement(s) and these terms and conditions, insofar as the Client cannot, by their nature, comply with these obligations itself;
  - without prejudice to the above provisions, the Client remains liable to Randstad Professional for compliance with all the Client's obligations pursuant to the assignment, the other agreements and these General Terms and Conditions;
  - the Client is liable for and indemnifies Randstad Professional concerning all damage arising from the acts or omissions of the third party in relation to (the placement of) the Professional and/or an act or omission on the part of the Professional;
  - the Client shall agree with the third party in writing that the third party will not make the Professional available to another third party; and
  - the Client will comply with its legal obligations as the supplier in relation to the provision of Professionals.

Randstad Professional has the right to attach additional conditions to its consent.

6. The Client will not place the Professional outside the Netherlands without Randstad Professional's prior, written approval. This also applies when the Professional performs the work partly or entirely at home (at the request of the Professional) and the Professional does not reside in the Netherlands. Randstad Professional will only consent to placement abroad if and subject to the conditions that:
  - employment abroad is permitted; and
  - the requirements that apply to the proposed employment abroad are met; and
  - the Client has informed Randstad Professional at least 14 calendar days prior the commencement of the work abroad about the intended employment abroad, so that Randstad Professional can apply for an A 1 declaration in good time and comply with the notification obligation if this is required under the Posting of Workers Directive (96/71/EC); and
  - the Client contracts sound travel insurance, including for the employee, which also covers business travel; and
  - no withholding or registration obligation applies to Randstad Professional in the countries where the work is performed; and
  - the Professional is not socially insured in the country where the work (temporarily) takes place; and
  - the Client is established in the Netherlands; and
  - the work abroad will be performed by the Professional under the strict management and supervision of the Client; and
  - the placement lasts no more than 183 calendar days, including days that are not worked during the Professional's stay abroad; and
  - the Professional has consented to the placement in writing.

Randstad Professional may attach further conditions to its consent.

## article 10: safety and liability.

1. The Client is required to have the work performed in observance of the provisions of or pursuant to the Working Conditions Act. In good time before the start of the work, the Client is required to provide the Professional and Randstad Professional with a document containing a description of the specific features of the job position to be taken. The Client shall actively provide the Professional with information concerning the Risk Inventory and Evaluation (RI&E) used within its business.
2. The Client is required to take such measures and issue such instructions as can reasonably be deemed to be necessary in order to avoid the Professional suffering damage or injury in the performance of his work and is aware of the liability referred to in Section 7:658(4) of the Dutch Civil Code. The provisions of this paragraph also apply to the home office if the Professional performs the work partly or entirely at home.
3. The Client indemnifies Randstad Professional against all claims by third parties or the Professional himself in relation to the damages referred to in paragraph 2 of this Article and will reimburse all reasonable costs incurred by Randstad Professional in relation to this.
4. The Client indemnifies Randstad Professional against all claims by a Professional in connection with damages suffered by the Professional because property of the Professional is damaged or destroyed in the performance of the work for the Client.

## article 11: fees for the placement of Professionals.

1. The fee specified in the assignment or assignment confirmation is the fee for regular work hours, namely the hours for which the current salary is paid at a rate of 100%. If the Professional is entitled to a bonus on this salary (such as overtime or shift allowance), the fee will increase proportionally. The fee stated is inclusive of the 100% salary, the costs of the statutory and for all employees applicable statutory vacation days and vacation days in excess of the statutory minimum to which the Professional is entitled, adv (to the extent granted in time), public holidays, short-term absenteeism and other statutory leave in accordance with the Work and Care Act, inactivity, sickness absence, vacation allowance, the value of the individual choice budget applicable at the Client (excluding the following sources therein - traceable: vacation allowance, vacations in excess of the statutory vacation entitlement and year-end bonus), the agency pension applicable to the Professional, the Randstad Professional standard arrangements for special leave and Sustainable Work & Life and the payroll tax and employee insurance schemes payable thereon and a margin for overhead costs and profit.
2. The costs of other terms of employment, including expense allowances, any compensation for better employment conditions offered by the Client, and costs of mandatory training or training requested by the Client are not included in the stated rate and will be charged separately, plus the applicable payroll tax, contributions, other employer's charges, and the applicable margin:
  - as hours worked, such as social leave and/or training days applicable at the Client, and/or;
  - as a one-time or staggered payment or reimbursement on an expense claim basis (such as a one-off payment, profit distribution, performance-related bonus or expense reimbursement).

The fee is calculated on the basis of the hours worked by the Professional and the other hours charged by Randstad Professional pursuant to these General Terms and Conditions, the assignment (confirmation) and/or other agreement. The Professional will be paid during breaks and the charges will be passed on to the Client if the Client's own staff are also entitled to continued payment during breaks. Unless and in as far as provided otherwise in these terms and conditions, the assignment (confirmation) or other agreement, the fee is not charged for the hours that the Professional does not work as a result of illness, public holiday(s), vacation, special leave (in accordance with Randstad Professional's working conditions regulations) and/or statutory leave in accordance with the Work and Care Act, or unauthorized absence of the Professional.

3. VAT (Value Added Tax) will be due on all the aforementioned amounts.

4. If at any time during the assignment it becomes apparent that the Professional is and/or was entitled to more and/or better terms of employment, Randstad Professional shall be entitled, to the extent applicable retroactively, to pass these on to the Client, increased by the employer's charges payable thereon, applicable margin and any costs incurred as a result of the late payment.
5. Moreover, Randstad Professional shall be entitled to adjust the rates payable, including the rates for separately charged terms of employment and other costs during the assignment, to the extent necessary with retroactive effect, in the event of and in accordance with:
  - an increase in the actual or expected costs of the work as a result of (changes to) the CLA, the SFU CLA, the pension plan/working conditions regulations applicable to the Professional and/or the wages regulated in these and/or (changes to) the terms of employment applicable at the Client; and/or
  - an increase in the actual or expected costs of the work as a result of laws and regulations and amendments thereto or resulting therefrom, and/or its changed interpretation in case law, including social and tax legislation and regulations and the implementation thereof or any binding provision; and/or
  - an increase in the actual or expected costs of the work in connection with expenditure to be incurred and/or provisions to be made by Randstad Professional for the Randstad Professional standard package Sustainable Work & Life, mandatory training requested by the Client, sickness absence, inactivity and/or departure of Professionals.

Randstad Professional also has the right to increase its rates in week 1 of each year on the basis of the Statistics Netherlands (CBS) index of hourly CLA wages, including special remuneration for employees in the professional services sector (SBI 2008 M-N Professional services).
6. If any fees are revised, the Client shall be notified without delay.
7. If Randstad Professional has deviated in writing from the provisions of this article in a price proposal, (assignment) confirmation, or other agreement, the provisions of this article will continue to apply insofar as no deviation has been made in writing.

## article 12: invoicing.

1. Randstad Professional will draw up its invoices on the basis of time registration records approved by the Client.
2. If the Client uses a third party for the delivery of the invoice, whereby the invoice is sent to that third party, the Client is responsible for the correct receipt of the invoice. Randstad Professional is responsible for ensuring that invoices are sent correctly. If Randstad Professional is unable to deliver the invoice to the third party through no fault of its own, it will notify the Client, who will then propose an alternative method of sending the invoice. This will not affect the initial invoice date and agreed payment term.
3. If no other time registration method is agreed, time registration shall take place by means of statements of hours provided by Randstad Professional via the internet portal. In that case, the Client is required to check the accuracy and completeness of the time registration no later than noon on the Monday following the end of the working week to which the time registration relates, in observance of the provisions of paragraphs 4 and 5, and to make additions to or corrections of the time registration if necessary. The Client is deemed to have approved time registration records if it has not corrected a statement of hours provided to it via the internet portal in good time.
4. Regardless of the time registration method, the Client is required to (arrange to) ensure that the following data are in any event shown correctly and in full in the time registration records: the Professional's name, the number of hours worked, overtime, irregular hours and shift work hours, the other hours for which the fee is payable pursuant to the General Terms and Conditions, the assignment (confirmation) and/or other agreement, any bonuses and, where stated, any expenses actually incurred.
5. Regardless of the time registration method, the Client shall ensure that Randstad Professional has the correct and full time registration records, approved by the Client, at the earliest

opportunity and no later than noon on the Monday following the week worked by the Professional. If the draft time registration is not presented to the Client until after this time, for reasons that are not attributable to the Client, the Client shall in any event ensure that it checks and, if necessary, corrects and/or approves the time registration records immediately after they become available to it.

6. If and in as far as the Professional and the Client have a difference of opinion concerning the accuracy or completeness of the time registration records, Randstad Professional has the right to determine the hours, costs and bonuses in accordance with the Professional's statement, unless the Client can show that the information it has provided is correct. If the Client provides the time registration records in a manner other than that referred to in paragraph 3, it shall give the Professional an opportunity to check the time registration records (in good time).
7. If the Client imposes special conditions or different conditions for invoicing, such as, but not limited to requiring appendices to the invoices (such as copies of time registration records) or requiring 'paper invoices' in addition to the digital invoices provided, Randstad Professional will be entitled to charge the Client additional costs for this. Randstad Professional will notify the Client of this in good time.

### article 13: payment.

1. The Client is required to settle all invoices from Randstad Professional within 14 calendar days of the invoice date. The invoice is paid if and as soon as Randstad Professional receives the amount due.
2. Only payments to Randstad Professional serve to relieve the Client of its payment obligations. Payments by the Client to a Professional, under any title whatsoever, are non-binding in respect of Randstad Professional and cannot provide grounds for debt repayment or settlement.
3. If an invoice is not paid within the terms referred to in paragraph 1, the Client is legally in default from the first day following the expiry of the payment term and owes interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The carbon copy or copy of the invoice sent by Randstad Professional to the Client in Randstad Professional's possession serves as full proof that the interest is due and the date on which the calculation of the interest begins.
4. If the Client contests part or all of the invoice, it must report this to Randstad Professional in writing within 14 calendar days of the invoice date, with a detailed statement of the reasons. The Client's right to contest the invoice lapses after this period has ended. The Client bears the burden of proving that an invoice was contested on time. Contesting the invoice does not relieve the Client of its payment obligation.
5. The Client is not authorized to settle the invoice amount with any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.
6. If the Client's financial position and/or payment conduct provide grounds for this in the view of Randstad Professional, the Client is required, at Randstad Professional's written request, to pay an advance and/or to provide satisfactory security for its obligations to Randstad Professional by means of a bank guarantee, rights of pledge or by other means. Surety may be requested for both existing and future obligations, and advances for future obligations only. The amount of the requested surety and/or advance must be in proportion to the amount of the relevant obligations of the Client.
7. If the Client does not provide the advance referred to in paragraph 6, or does not provide the requested surety within the term set by Randstad Professional, the Client shall be in default without notice of default being required for that purpose and Randstad Professional consequently has the right to suspend the fulfillment of all its obligations or invoke the dissolution of all contracts with the Client.
8. All judicial and extrajudicial collection and other costs Randstad Professional incurs as a result of the Client's non-compliance with its obligations pursuant to this Article shall be borne by the Client in full. The compensation for extrajudicial costs is fixed at 15% of the principal due, inclusive of VAT and interest (with a minimum of €250 per claim), unless Randstad Professional has demonstrably incurred higher costs. The fixed charge shall always become payable by the Client as soon as the Client is in default and will be charged without further evidence.

## article 14: intellectual and industrial property.

1. All intellectual property rights to the IT resources and the texts, data, data files, formats, logos, brands, other image and/or audio material and all other materials, including their design, selection and ranking, to which the Client gains access in relation to the offer, assignment or other agreement, with the exception of materials of the Client, are held solely by Randstad Professional or its licensors. This also applies for any specific changes, additions or work performed at the request and/or expense of the Client. With regard to the IT resources and the aforementioned equipment, the Client is granted only with temporary, personal, non-exclusive and non-transferable rights of use, in as far as and for as long as this is necessary in order to be able to use the Services agreed between Randstad Professional and the Client. Materials produced by Randstad Professional specifically for the Client, such as a client-specific report, may also be used by the Client for its own internal business purposes after the termination of the service provision.
2. Randstad Professional is free to use all input, feedback, suggestions, etc. for the IT resources received from the Client and the material referred to in paragraph 2 without further consent and without owing any compensation. If Randstad Professional makes additions or changes to the IT resources or the material at the request or suggestion of the Client, for payment or otherwise, then Randstad Professional has the right to also make such changes and/or additions available to other users of the IT resources or the material. Randstad Professional is not required to meet any request to change or add to its IT resources or materials.
3. The Client indemnifies Randstad Professional against all third-party claims in connection with an alleged infringement of the (intellectual property) rights of those third parties to the materials made available by the Client to Randstad Professional or the Professional as part of the offer, assignment or other agreement.
4. The intellectual property rights to the results of the work performed by the Professional accrue to the Client, if and in as far as this is provided for in law. At the Client's request, Randstad Professional will arrange for the Professional to sign a written declaration, in as far as necessary and possible, in order to facilitate or at least promote that all intellectual property rights to the results of the Professional's work are or will be transferred to the Client, insofar as necessary and possible.
5. The Client is free to contract an agreement directly with the Professional or to present them with a declaration for signature in relation to the intellectual property rights referred to in paragraph 1. The Client will inform Randstad Professional of its intentions to do so and provide a copy of the relevant agreement/declaration to Randstad Professional.

## article 15: confidentiality.

1. Randstad Professional and the Client will not provide third parties with any confidential information on or concerning the other party, its activities, employees, Professionals, clients and other business relations of which they have become aware in connection with an offer, assignment or other agreement unless and in as far as provision of that information is necessary to be able to perform the assignment properly or if they are subject to a statutory disclosure obligation.
2. Randstad Professional imposes a general confidentiality obligation on its Professionals. In addition, a more specific confidentiality obligation can be agreed at the Client's request. The content thereof will be coordinated between Randstad Professional and the Client by agreement. The Client is also free to impose a confidentiality obligation on the Professional directly. The Client will inform Randstad Professional of its intentions and will provide a copy of the relevant agreement/declaration to Randstad Professional.
3. Randstad Professional cannot guarantee compliance with any confidentiality obligation by the Professional and is not liable for any fine, judicially imposed penalty or damage suffered by the Client as a result of a breach of the confidentiality obligation by the Professional. The Client shall indemnify Randstad Professional against third-party claims relating to failure on the part of the Professional to comply or to comply fully with any confidentiality obligation.

## article 16: direct employment relationship.

1. The Client is entitled, in observance of the provisions of this Article, to contract an employment relationship with the (proposed) Professional.
2. A Client intending to contract an employment relationship with a (proposed) Professional must notify Randstad Professional of this in writing in good time before acting on that intention.
3. In the event the Client contracts an employment relationship with the (proposed) Professional, it will owe Randstad Professional a reasonable fee in connection with the costs of recruitment and selection of the (proposed) Professional and all further investments on the part of Randstad Professional, including the professional coaching and supervision of the (proposed) Professional and the training followed by the (proposed) Professional.
4. In the event the Client contracts an employment relationship with the (proposed) Professional before this (proposed) Professional has worked 2080 hours for the Client via Randstad Professional, the fee referred to in the previous paragraph will amount to €25,000, exclusive of VAT.
5. In the event the Professional has already worked more than 2080 hours for the Client on the basis of the agreed Assignment, the fee owed by the Client on the basis of paragraph 4 will be increased each time by an amount of €5,000, exclusive of VAT, for every 520 hours worked additionally (in excess of 2080), on the understanding that the minimum fee amounts to €5,000 at all times.
6. If the Client does not contract an employment relationship with the Professional immediately after the end of the Professional's deployment, but does so within six months of that date, the Client also owes the fee referred to in paragraph 3. This applies both if the Client contacted the (proposed) Professional for this purpose, directly or via a third party, and if the Professional applied to the Client, directly or via a third party.
7. For the purposes of the application of this Article, 'contracting an employment relationship with a Professional' refers to:
  - entering into an employment agreement, an agreement to contract work and/or an assignment contract between the Client and the Professional for the same or other work;
  - the appointment of the Professional as an official for the same or other work;
  - making the relevant Professional available to the Client by a third party (for example another employment agency) for the same or other work;
  - contracting of an employment relationship between the Professional and a third party to which the Client is affiliated, directly or indirectly, in a group, for the same or other work.

## article 17: liability and indemnification.

1. Every liability of Randstad Professional arising from the assignment and/or other agreement concerning the placement of a Professional is limited per incident to the rate to be charged pursuant to these terms and conditions, the (confirmation of the) assignment and/or other agreement for the term of the assignment, with a maximum of 3 months. Randstad Professional's liability in respect of the other services referred to in these terms and conditions is limited per incident to the rate charged by Randstad Professional to the Client for the assignment. All liability of Randstad Professional is limited to €500,000 (five hundred thousand euros) per year. A series of related incidents applies as a single incident for the purpose of application of this article.
2. Any liability of Randstad Professional for consequential damage and indirect damage, including loss of earnings, lost savings, damage through stagnation of business operations, penalties, damage through loss of or damage to data or reputational damage is excluded in all cases.
3. Randstad Professional is not liable to the Client for damage suffered by the Client, third parties or the Professional himself arising from the actions or omissions of the Professional, unless and in as far as that damage is demonstrably the direct result of an attributable shortcoming on the part of Randstad Professional in the selection.

4. The Client indemnifies Randstad Professional against all liability of Randstad Professional arising directly or indirectly from damage and/or losses caused by the Professional to the Client and/or third parties.
5. Randstad Professional is not liable to the Client for undertakings that the Professional has concluded with the Client or third parties, regardless of whether the Client or that third party has granted consent for this.
6. The Client indemnifies Randstad Professional against all liability of Randstad Professional arising directly or indirectly from undertakings that the professional has concluded with the Client and/or third parties, regardless of whether the Client or that third party has granted consent for this.

## article 18: insurance.

1. To the extent possible, the Client and Randstad Professional shall satisfactorily insure themselves against liability on the grounds of the provisions of these terms and conditions. The Client shall provide proof of the insurance at Randstad Professional's request.

## article 19: privacy.

1. In relation to the assignment or other agreement, personal data, i.e. concerning Professionals, are exchanged on a regular basis. The Client and Randstad Professional are obliged to treat these data confidentially and in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The Client shall not require any data from Randstad Professional that Randstad Professional is not permitted to provide pursuant to applicable laws and regulations.  
The Client is responsible for the further processing of the data provided to it by Randstad Professional. Both Randstad Professional and the Client qualify as controller, unless the parties agree expressly that one of the parties acts as processor towards the other. In such cases, the parties shall enter into a processing agreement.
2. The Client is responsible for ensuring that personal data are provided to Randstad Professional only if and insofar as the Client has the right to do so and has a legal basis for doing so, such as having obtained the necessary consent from the persons concerned.
3. The processing of personal data of contact persons of the Client is subject to Randstad Professional's privacy statement.
4. The Client indemnifies Randstad Professional against all claims against Randstad Professional by Professionals, employees of the Client or other third parties in connection with a violation of the provisions of this Article by the Client and will reimburse the related costs incurred by Randstad Professional.

## article 20: use of IT resources.

1. Randstad Professional may make use of IT resources for the provision of the service(s) and may make these available for use by the Client, including for the exchange of data and the performance of legal acts. The provisions of these articles and elsewhere in these terms and conditions apply to the use of the IT resources. The User Conditions apply to the use of the internet portal. By way of derogation from Article 3:15a(2) and (3) of the Dutch Civil Code and Article 6:227a(1) of the Dutch Civil Code, legal acts will be performed with the use of the IT resources and procedures prescribed for this by Randstad Professional.
2. At Randstad Professional's reasonable request, the Client will provide assistance in the design and provision of access to the IT resources to the Client. If IT resources are placed at a location of the Client (or of a third party designated by the Client) with the Client's consent, the Client shall provide for the necessary connections, such as power, network connections and a place for set-up of the equipment at its own expense. The Client must maintain IT resources placed on location in accordance with the operating instructions provided and is responsible for damage to or loss of the IT resources through misuse, theft, fire or water damage.

3. The Client's use of the IT resources is limited to purposes for which they are provided, i.e. the facilitation and use of the Randstad Professional services, including communication and the performance of legal acts in relation to the services. The right of use ends automatically on the termination of the service provision. The Client is entitled to use the IT resources only for its own internal business purposes and does not have the right to re-sell the IT resources, in combination with its own services or otherwise, to offer them to third parties on a different basis or to use them for the benefit of third parties.
4. The Client shall exercise all due care in the use of the IT resources and will comply with the applicable laws and regulations, these terms and conditions and the (further) use conditions and/or use instructions published with or for the IT resources or provided in other ways by Randstad Professional, including any changes thereto. The Client shall check the use instructions and conditions on a regular basis for any changes or additions thereto. If Randstad Professional incurs additional costs or has to spend extra time on the provision of its services because the Client fails to comply with its obligations, Randstad Professional will be entitled to charge for the additional costs incurred or the additional time spent. If reasonably possible, Randstad Professional will warn the Client in advance of potential additional costs and enable the Client to use the IT resources in the correct manner as yet before charging additional costs.
5. The Client is responsible for the use made of the IT resources by itself and its employees, including third parties engaged by it, and guarantees that these employees or third parties are competent and authorized to use the IT resources and the information exchanged with these and to perform legal acts using the IT resources. The Client will ensure that only employees involved in the preparation, performance and/or settlement of the offer, assignment or other agreements between the Client and Randstad Professional are granted access to and make use of the IT resources. The Client shall compensate Randstad Professional for all damage arising from incorrect or improper use of the IT resources by (employees of) the Client and will indemnify Randstad Professional against third-party claims relating to such use and/or the data exchanged by means of the IT resources. Without prejudice to its other rights, Randstad Professional is authorized to suspend the use of the IT resources or to temporarily or permanently deny the (relevant employee of the) Client access to the IT resources if it fails to comply with the above conditions and instructions. Randstad Professional is not liable for any damage suffered by the Client as a result.
6. The Client will implement appropriate technical and organizational measures for the purpose of guaranteeing an appropriate security level inter alia for the purpose of the correct and uninterrupted use of the IT resources and the information exchanged with these and to prevent damage.
7. Unless otherwise agreed, the Client and Randstad Professional each bear their own costs incurred for (the provision or use of) the IT resources.
8. IT resources may not be used for storing unique data or for a back-up of these. The data accessible via the IT resources are displayed and saved in the IT resources on a temporary basis only. The Client must itself provide an adequate back-up of data, in observance of the provisions of the law and the terms and conditions, and is responsible for compliance with its retention obligations pursuant to the law, regulations or agreement. Randstad Professional is not liable if unique data saved in/on the IT resources are damaged or lost.
9. In using the IT resources, the Client shall not cause any hindrance to Randstad Professional, the other users of the IT resources or other third parties. The Client must immediately follow all instructions issued by Randstad Professional to prevent or halt such hindrance, without prejudice to Randstad Professional's right to suspend the use of the IT resources in order to halt such hindrance.
10. Unless explicitly stated or agreed otherwise, the IT resources are designed for use by natural persons. Without the prior written consent of Randstad Professional, it is not permitted to allow the IT resources to be contacted or used by automated systems, or to create a connection between the IT resources and an automated system.
11. If the Client receives log-in details for the use of the IT resources from Randstad Professional, these must be treated in strict confidence. The Client holds full responsibility for all use and misuse of the IT resources with the aid of these log-in details. The Client is bound by legal acts

performed with the use of the log-in details (such as making applications or corrections of time registration records offered via the tool).

Randstad Professional may assume that users of the log-in details are authorized to represent the Client. If the Client suspects that the confidentiality of the log-in details has been breached or that there is misuse of the log-in details, the Client shall report this to Randstad Professional at the earliest opportunity. Randstad Professional will then deactivate the relevant log-in details as quickly as possible.

12. Randstad Professional may provide support for the use of the IT resources by telephone and/ or e-mail, but is not obliged to do so. The Client must always first make efforts itself to solve any issues by means of the available documents and instructions issued earlier before support can be offered.

## article 21: operation and availability of IT resources.

1. Randstad Professional will make all reasonable efforts to secure the availability and quality of the IT resources. However, Randstad Professional does not guarantee the continual, malfunction-free availability of the IT resources or full, correct data processing with these resources. Randstad Professional is explicitly not responsible for defects in the availability and operation of the IT resources due to force majeure (explicitly including malfunctions on the internet, hacking, Denial or Service attacks) and/or due to the actions or omissions by (employees of) the Client or third parties engaged by the Client.
2. The Client will notify Randstad Professional immediately if it observes malfunctions or (accidentally) gains access to data that are not intended for the Client. The Client shall provide all necessary assistance for any malfunction investigation and, if possible, will delete all data that are not intended for it immediately, in a manner to be specified by Randstad Professional. If no malfunction is found or this was caused by the Client or third parties that it deployed, Randstad Professional reserves the right to charge the Client reasonable costs for the malfunction investigation and any solution for the malfunction.
3. Randstad Professional has the right to temporarily suspend the availability of the IT resources if this is necessary in connection with a change to be implemented or in connection with preventive and/or corrective maintenance. Randstad Professional shall make all reasonable efforts to limit hindrance for the Client to the extent possible.
4. Randstad Professional has the right to modify the IT resources from time to time, for reasons including technological developments, changes in its business processes or company policy. Existing functionality may then be modified, supplemented or deleted. Where possible, the Client will be given advance notice of changes to the IT resources that have a material impact for the Client (e.g. because data must be entered in a different way from that time on) via the IT resources or by other means. The Client must therefore regularly check any use instructions and other data that Randstad Professional provides via the IT resources or in other ways, and take these into account in the use of the IT resources.

## article 22: security.

1. Your personal and business information is safe with us: Randstad Professional is ISO 27001 and ISO 27701 certified. Randstad Professional takes appropriate security measures in order to protect the ICT resources from damage through malware or other software or messages, or through unauthorized access to and use of the Client's data. Randstad Professional's security measures have been laid down in the Information Security Policy. Randstad Professional in any event takes the following security measures:
  - The IT resources on which the Client's data are stored are placed in locations to which only authorized persons have access, and which are secured with fire detection equipment and an access control system;
  - Randstad Professional makes use of anti-malware programs to protect its data from hackers and known malware as effectively as possible;

- Randstad Professional uses what are known as layered firewall technologies, such as firewalls, in order to allow only authorized users from outside and within Randstad Professional access to the data relevant to them.
2. The Client is aware that it is not possible to completely rule out all contamination of the IT resources, all unauthorized use, abuse and/or all unwanted damage or loss of data. Randstad Professional accepts no liability in respect of the Client if, despite the measures taken, the Client's data are still damaged, lost or used by unauthorized persons, unless this is demonstrably the direct result of intent or gross negligence on the part of Randstad Professional.
  3. If the Client and Randstad Professional create a link between the systems of the Client and Randstad Professional as part of the agreed service(s), the Client shall take adequate measures to protect the IT resources and the data processed thereon against damage, abuse and unauthorized access via the link from the Client's systems. Randstad Professional may impose further requirements for this and reserves the right to temporarily disable the link if a failure in security on the side of the Client constitutes a risk for the IT resources or other Randstad Professional systems.

### article 23: IT resources and information.

1. The information displayed via the IT resources is compiled and composed with due care. However, Randstad Professional cannot guarantee that this information will always be correct, complete and up to date. Shortcomings may be the result of Randstad Professional's dependence on third-party information, for example, or the administrative processes, or the technology used, or malfunctions on the internet. If the Client observes that certain data are incorrect, it will notify Randstad Professional thereof without delay.
2. If the Client passes on information to Randstad Professional via IT resources, it is itself responsible for ensuring that this information is complete and correct. Randstad Professional may assume that this is the case when it provides its services. Randstad Professional is not required to check the accuracy and completeness of information passed on by or on behalf of the Client. In the event Randstad Professional nevertheless does so in relevant cases and issues advice in this respect, such will be on a voluntary basis and without accepting any liability in this connection.
3. Randstad Professional is authorized (but not required) to delete, change or add to information exchanged via the IT resources without prior notice if this proves to be (or to have become) inaccurate or incomplete.
4. Sending or posting messages and/or uploading material of a misleading, insulting, discriminatory or otherwise unlawful or, in the opinion of Randstad Professional, inappropriate or unnecessarily hurtful nature is not permitted. Randstad Professional reserves the right not to post such messages and/or uploads or to delete or change these without prior notice.
5. With regard to the content of information exchanged or legal acts performed via the IT resources, the registration thereof in or by means of the IT resources will be decisive. These registrations are also decisive with regard to the time at which the information was made available or was received by Randstad Professional, or the relevant legal act was performed. In case the Client contests with reasons the moment or contents of the information or the legal act, Randstad Professional will investigate this in a reasonable and transparent manner and inform the Client of the results thereof. The Client does not have the right to suspend payments on the grounds of such a dispute.

### article 24: prescribed IT resources or services from (supplier of) the Client.

1. If the Client makes IT resources available to Randstad Professional for, among other things, the exchange of data and the performance of legal acts, or prescribes the use of specific IT resources and/or a specific supplier to Randstad Professional, the following provisions will apply:

- a. The Client declares and guarantees that it will fulfill the obligations resting on the Client under the General Data Protection Regulation in full, but in particular Articles 24, 25, 30, 32, 33 and 34 of the GDPR.
- b. If the Client (also) makes use of a third-party supplier, this third-party supplier shall qualify as the Client's processor. The Client declares and guarantees towards Randstad Professional that it has agreed on the invoicing and the required binding agreements with the relevant supplier as its processor. The Client declares and guarantees to Randstad Professional in particular compliance with articles 28 and 29 of the GDPR by the Client and its processor.
- c. The Client shall not require any data from Randstad Professional that Randstad Professional is not permitted to provide pursuant to applicable laws and regulations. The Client is responsible for the further processing of the data provided to it by Randstad Professional.
- d. The Client indemnifies Randstad Professional against all claims against Randstad Professional by candidates, workers, employees of the Client or other third parties in connection with a violation of the provisions of this Article by the Client and will reimburse the related costs incurred by Randstad Professional.

## article 25: Client's verification and retention obligations.

1. The Client hereby declares that it is familiar with the Aliens Employment Act (WAV). The Client itself is required to:
  - a. verify the identity of the Professional and, to that end, shall conduct a careful check of an original identity document, as referred to in Articles 1(1), 1(2) and 1(3) of the Compulsory Identification Act; and
  - b. determine whether the Professionals proposed to or working for it are entitled to perform work in the Netherlands.
2. In the event of the deployment of aliens, as referred to in Article 15 of the WAV, before making a placement, Randstad Professional will provide the Client with a copy of the identity document and before the placement the Client will ensure that it has received this copy of the identity document and has filed it in its administration.

## article 26: prevention of discrimination.

1. When entering into and implementing the assignment or other agreement, the Client and Randstad Professional will only impose and take account of requirements relevant to the job. The Client and Randstad Professional will also make no prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any other grounds whatsoever.

## article 27: employee participation.

1. The Client declares that it is aware of its obligations pursuant to the Works Councils Act (hereinafter: WOR).
2. The Client shall notify the employee participation body installed for its company of the (expected) deployment of Professionals in its company in good time. If and in as far as the Client wishes to base its compliance with these information obligations on data provided or to be provided by Randstad Professional, this provision of data shall not extend beyond the obligations imposed by the WOR.
3. The Client guarantees that at the time when an assignment or other agreement is contracted, it complies with its obligations pursuant to the WOR, such as requesting the advice of the employee participation bodies installed for its company.
4. After working for the Client for a period as established by the WOR, Professionals will acquire employee participation rights at the Client. The Client is required to give a Professional who

is a member of an employee participation body of Randstad Professional or of the Client an opportunity to exercise the employee participation rights in accordance with the laws and regulations. If the Professional exercises employee participation rights in the Client's company, the Client shall also owe the fee for the hours in which the Professional performs work or follows a training course during working hours in connection with the performance of employee participation work.

## article 28: economic sanctions.

1. The Client declares that its company, its possible subsidiaries and its board members and employees are not included in sanctions lists and were also never the subject of claims, proceedings or investigations in connection with economic sanctions. The Client guarantees that the Client and its possible subsidiaries do not act in contravention of economic sanctions and are not involved either in activities as a result of which Randstad Professional or Randstad Professional employees act in contravention of economic sanctions. The Client guarantees that the funds paid to Randstad Professional do not originate from activities that conflict with economic sanctions.

## article 29: applicable law and choice of forum.

1. These terms and conditions and all offers and assignments to which they relate are governed by Dutch law.
2. All disputes arising from or relating to the assignment may be subjected solely to the adjudication of the competent court in Amsterdam.

## article 30: final provisions.

1. If one or more provisions of these General Terms and Conditions are null and void or are nullified, the assignment, the other agreement and the General Terms and Conditions shall remain in effect in other respects. The provisions that are not legally valid or which cannot be applied in law shall be replaced by provisions that, as far as possible, are consistent with the purport of the provisions to be replaced.
2. Randstad Professional has the right to transfer its rights and obligations pursuant to the assignment, the other agreement and these General Terms and Conditions to a third party.
3. In the event of exceptional (foreseen or unforeseen) circumstances, such as changes in laws and regulations and in the CLA, Randstad Professional has the right to cancel the assignment or other agreement with immediate effect if, in view of the exceptional circumstances, Randstad Professional cannot reasonably be required to allow the assignment or other agreement to continue under the same conditions.

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