

Manpower Terms and Conditions

For the provision of
temporary workers

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Part 1. Explanatory notes

General

These are the General Terms and Conditions of Manpower Netherlands, t.w.: Manpower B.V., Manpower Talent B.V., Manpower Logistics B.V., Manpower Business Services B.V., Manpower Talentworkers B.V., Manpower Flexibility B.V. and Manpower Flexwork B.V. These General Terms and Conditions are applicable to all offers, assignments and other contracts of Manpower Netherlands insofar as these relate to the assignment of temporary workers to clients.

The above-mentioned Manpower entities are members of the General Union of Temporary Employment Agencies ('ABU'), and these General Terms and Conditions are based on the General Terms and Conditions for the placement of temporary agency workers of the General Union of Temporary Employment Agencies ('ABU'), supplemented with articles of Manpower.

As an employer of temporary workers and in its role as a supplier, Manpower is fully committed to its obligations pursuant to the law in relation to equal treatment. Under no circumstances will Manpower accept discrimination, either during recruitment and selection or during the provision of labour or in any other situation whatsoever. As an employer, Manpower bears an important responsibility to contribute to an honest, balanced labour market with equal opportunities for everyone.

The temporary employment relationship

A temporary employment relationship is a special type of relationship that differs in its essence from other relationships governed by contract law, such as the supply of goods or a contract for work.

Three parties are involved in a temporary employment relationship: the client, the temporary employee and the temporary employment agency. The following is important in order to gain a proper understanding of the relationship between the parties involved in the engagement of a temporary worker.

Temporary employment contracts between temporary worker and temporary employment agencies are defined in Section 7:690 of the Dutch Civil Code. This definition amounts to the fact that a temporary employment contract is a special employment agreement between the temporary employment agency and the temporary worker, whereby the temporary employment agency assigns the temporary worker to a client to carry out work under that client's management and supervision. The temporary worker is therefore formally employed by the temporary employment agency.

A temporary worker effectively works for a client, but no contract exists between them. Two formal relationships exist in a situation in which a temporary worker is engaged; on the one hand, there is the temporary employment contract between the temporary worker and the temporary employment agency, and on the other hand, there is a contract for professional services between the client and the temporary employment agency.

As the temporary worker effectively works for the client, the client is responsible for giving instructions and supervision at the place of work. The client must treat the temporary worker equally as well as it treats its own personnel. In this regard, the temporary employment agency is independent on the client.

ABU Collective Labour Agreement for Temporary Workers

The ABU Collective Labour Agreement for Temporary Workers regulates the legal position and employment terms of temporary workers. The main principle of this CLA is that the longer a temporary worker works for a temporary employment agency, the more rights he or she accumulates.

A temporary worker carries out work based on a fixed-term temporary employment contract with a temporary work clause ("Uitzendovereenkomst met uitzendbeding"), a fixed-term temporary employment contract without a temporary work clause ("Uitzendovereenkomst zonder uitzendbeding", also known as a fixed-term secondment agreement), or a temporary employment

contract for an indefinite period of time

In situations where a temporary work clause is applicable, the temporary employment contract with a temporary work clause ends if the client terminates the engagement of the temporary worker.

Below is a brief explanation of the most important issues covered by the General Terms and Conditions.*

Duration and termination of the assignment

Assignments may be agreed for a definite or indefinite term. The client's option to terminate assignments (prematurely) depends on the type of agreement the temporary employment agency has made with the temporary worker.

The temporary employment agency reserves the right to replace the temporary worker at any time. It also reserves the right to terminate the assignment contract if there are valid reasons for doing so, for example if the temporary employment contract with the temporary worker ends or if the client fails to pay its invoices in good time.

Liability

The temporary employment agency is dependent on the client for the fulfilment of a number of obligations (including statutory ones) that arise from its role as formal employer. Examples include the termination of the engagement of the temporary worker 'at the request of the client' and rules about working hours. The temporary employment agency must be able to rely on the fact that, where necessary, the client will cooperate and accept responsibility if costs arise on account of its failure to comply with such obligations.

The management and supervision of a temporary worker's work and working conditions are the responsibility of the client. The temporary employment agency has no influence on these aspects. This means that the client is responsible for this work as well as for safety at the place of work. On the topic of safety, the Working Conditions Act provides, for example, that the client qualifies as the 'employer' within the meaning of that statute. As part of these responsibilities the client is also liable in the event of damage or losses, and it indemnifies the temporary employment agency against these. The client is therefore advised to check its insurance policy in this regard.

Client's (hirer's) remuneration

The remuneration and other employment terms of the temporary worker are determined in accordance with the aforementioned ABU Collective Labour Agreement for Temporary Workers. Pursuant to this CLA and the law, the temporary worker is entitled to the same remuneration as employees of the client in the same or an equivalent role. This is referred to as "hirer's remuneration".

Aside from the equal application of any allowance for travel hours / travel time in relation to the work, this hirer's remuneration consists of the following elements:

- a. only the periodic wage that applies for the pay scale;
- b. the applicable reduction of working hours. Compensation for this may be paid in time and/or money, as the temporary employment agency sees fit;
- c. all allowances;
- d. initial wage increase (amount and timing as per the client's policy);
- e. all expense allowance;
- f. increments (amount and timing as per the client's policy);
- g. compensation for travel hours and/or travel time associated with work (unless the travel hours or travel time are already considered hours worked);

- h. one-time payments, regardless of the purpose or reason for this payment. The term 'one-time payments' does not include periodically recurring benefits;
- i. work from home allowances;
- j. fixed end-of-year payments (amount, timing and conditions as per the user company's policy).

In order to be able to determine the correct remuneration, the temporary employment agency is dependent, both upon commencement of and during the term of an assignment contract, on information from the client about its remuneration scheme, any wage increases and changes in its remuneration. The fee is also established and adjusted based on this information.

Client fee

The fee payable by the client to the temporary employment agency includes the costs (national insurance contributions etc.) of the temporary worker plus an agency margin. Additional arrangements may also be made regarding the reimbursement of costs paid to the temporary worker, such as travel costs.

As the costs of temporary work can also rise during the term of an assignment contract as a result of - for example - (incremental or general) wage increases, amendments to the Collective Labour Agreement and/or amendments in social security legislation, the temporary employment agency is entitled during the term of an assignment contract to make additional charges arising from such cost price increases.

Payment

The temporary employment agency pays the temporary worker's wages based on (digital) work slips. An invoice is subsequently drawn up for the client. In order to keep down the costs of this advance payment arrangement, the temporary employment agency imposes a deadline of 14 days for making payment. If payment is not made in good time, the client shall owe interest and, where relevant, debt collection costs.

Engaging a temporary worker

The task of the temporary employment agency is to assign temporary workers to clients who need temporary staff. Temporary employment agencies make ongoing investments — both in terms of time and money — to select, recruit and retain temporary workers in order to make and keep them deployable for assignment. This is only possible if temporary workers can then effectively be assigned for some time at the applicable rates. As such, the Terms and Conditions provide that the client may not itself employ a temporary worker while an assignment contract is still in effect, and that in many instances, the client still owes payment to the temporary employment agency if it employs the temporary worker as soon as it is permitted to do so.

** No rights may be derived from this summary. Only the entire text of the Manpower General Terms and Conditions shall be decisive.*

Part 2. General Terms and Conditions

Section 1. Introduction

Article 1. Definitions

These General Terms and Conditions employ the following definitions:

1. Temporary employment agency: a temporary employment agency, being all Manpower temporary employment agencies, that makes temporary workers available to clients on an assignment basis.
2. Temporary worker: any natural person who has entered into a temporary work employment contract as referred to in Section 7:690 of the Dutch Civil Code with the temporary employment agency in order to perform work for a third party under the management and supervision of that third party.
3. Assignment: the agreement between a client and the temporary employment agency on the basis of which a single temporary worker, as referred to in clause 2 of this Article, is made available by the temporary employment agency to a client, in order to perform work in exchange for payment of the client fee..
4. Client: any natural person or legal entity who is party to the assignment contract in addition to the temporary employment agency.
5. Assignment contract ("de terbeschikkingstelling"): the engagement of a temporary worker under an assignment.
6. Temporary work clause: the written provision in the employment contract between a temporary employment agency and a temporary worker and/or in the Collective Labour Agreement whereby the employment contract ends by operation of law because the assignment of the temporary worker to the client by the temporary employment agency ends at the request of the client (Section 7:691 under 2) of the Dutch Civil Code).
7. Collective Labour Agreement ('CLA'): the Collective Labour Agreement for Temporary Workers concluded by the General Union of Temporary Employment Agencies (ABU - Dutch Association of Temporary Employment Agencies) on the one hand and the relevant employee organisations on the other.
8. Client fee: the amount payable by the client to the temporary employment agency excluding allowances, reimbursements of expenses and Dutch VAT. This fee is calculated on an hourly basis unless stated otherwise.
9. Client or hirer's remuneration: the hirer's remuneration as defined in the CLA.
10. On-call contract: according to Section 7:628a of the Dutch Civil Code, an on-call contract has been concluded if:
 - a. the amount of work is not established as a number of hours per period of: 1°. at most one month; or 2°. at most one year and the employee's entitlement to wages is equally spread across that time period; or
 - b. under Article 628, paragraph 5 or 7, or Article 681, paragraph 7 of the Dutch Civil Code, the employee is not entitled to remuneration determined according to time periods if they did not perform the agreed work.

Article 2. Scope

1. These General Terms and Conditions apply to all offers, assignments and other agreements of the temporary employment agency insofar as these relate to the assignment of temporary workers to clients.
2. Any general terms and conditions or terms of purchase observed by the client are expressly ruled out.

3. Any arrangements that depart from these General Terms and Conditions are only applicable if agreed in writing.

Section 2. Assignment and assignment contracts

Article 3. Assignment and assignment contracts

Assignment

1. The assignment between client and the temporary employment agency may be entered into for a definite or indefinite term. The CLA is applicable to the employment terms of temporary workers who are to perform work for the client pursuant to the assignment

2. Assignments for a definite period are assignments that have been entered into: either for a fixed period; or for a determinable period; or for a determinable period that does not exceed a fixed period.

De opdracht voor bepaalde tijd eindigt van rechtswege door het verstrijken van de overeengekomen tijd of doordat een vooraf vastgesteld objectief bepaalbare gebeurtenis zich voordoet.

End of assignment

3. The client's option to terminate assignments depends on the type of temporary employment contract the temporary employment agency has made with the temporary worker.

- Assignments for temporary workers where the contract includes a temporary work clause. These may be terminated subject to a notice period of 12 days.
- Assignments for temporary workers with a definite-term contract without a temporary work clause. These contracts expire by operation of law at the end of the agreed term. Premature termination of these assignments is not possible, unless otherwise agreed in writing. If an option to terminate the contract prematurely has been agreed, notice of termination must be served in writing, subject to the agreed notice period.
- Assignments for temporary workers with an indefinite-term contract without a temporary work clause. These contracts can be terminated by written notice to that effect, subject to the notice period agreed by the parties. If no notice period has been explicitly agreed in writing, a notice period of two months from the end of the ongoing month applies.

4. In relation to the notice period obligation, the temporary employment agency shall contact the client seven weeks prior to the termination date of the contract with the temporary worker to inform client with which temporary workers the temporary employment agency has entered into a definite-term agreement of six months or more with and what the exact termination date of those agreements is. For those temporary workers (with secondment agreements with terms of 6 months or more), the client must notify the temporary employment agency no later than five weeks prior to the end of that term whether:

a) the assignment and, therefore, the related agreement will terminate; or

b) the assignment will be extended, and if so, under which terms (as determined in Article 6, paragraph 1 (Work procedure) of these General Terms and Conditions).

The temporary employment agency shall subsequently consult with the client on this point, allowing the temporary employment agency to fulfil its statutory duty of timely notice to the temporary worker. If the client fails to submit the correct information in a timely manner, any and all costs of the notice fee shall be borne by the client.

5. All assignments shall end immediately due to termination at the moment that either of the parties terminates the assignment because: the other party is in default; the other party has been liquidated; the other party has been declared bankrupt or has applied for suspension of payment.

If the temporary employment agency terminates the assignment for any one of the above reasons, then the client's conduct that serves as the reason for which the contract is set aside shall be taken to have amounted to a request by the client to end the assignment contract. This does not result in any liability for damage or losses on the part of the temporary employment agency. Any claims submitted by the temporary employment agency resulting from an assignment being terminated shall be immediately due and payable.

End of the assignment contract

6. The assignment contract shall end upon termination of the assignment. The client's termination of an assignment shall amount to a request by the client to the temporary employment agency to terminate current assignment contract(s) as of the date upon which the assignment lawfully ends, or the date upon which the assignment is lawfully terminated.

7. An assignment contract shall end by operation of law if and as soon as the temporary employment agency is no longer able to assign a temporary worker because the temporary employment contract between the temporary employment agency and the temporary worker has ended and this employment contract is not renewed contiguously with the same client.

Article 4. Replacement and availability

1. As the temporary employment agency may assign the temporary worker to multiple clients, it is entitled to replace any temporary worker made available. No permission from the client is required for such replacement. The client may only refuse its cooperation in such replacement on reasonable grounds, and any refusal must be justified in writing if requested.

2. The temporary employment agency is not in breach of contract with the client nor is it obliged to pay the client any damages or costs if the temporary employment agency cannot or can no longer assign a temporary worker (or replacement temporary worker) to the client, or at least cannot do so or cannot do so any longer in the manner and to the extent agreed at the time that or subsequent to the time that the assignment was entered into.

Article 5. Right of suspension

1. Clients are not entitled to suspend the engagement of a temporary worker, either in full or in part, unless a situation of force majeure applies within the meaning of Section 6:75 of the Dutch Civil Code.

2. Contrary to clause 1 of this Article, a temporary worker may be suspended if:

- this has been agreed in writing and the term of suspension is laid down and;
- the client demonstrates that there is a temporary lack of work or the temporary worker cannot be deployed and;
- the temporary employment agency is successfully able to invoke an exclusion of the obligation to continue paying the temporary worker's wage based on the Collective Labour Agreement.

Article 6. Work procedure

1. Before an assignment commences, the client shall provide the temporary employment agency with the information necessary for the assignment contract, including an accurate description of the job, job requirements, working hours, duration of work, activities, place of work, working conditions and the envisaged term of the assignment contract.
2. With reference to the information provided to it by the client and its awareness of the capacities, knowledge and skills of the (candidate) temporary workers eligible for placement, the temporary employment agency shall decide which (candidate) temporary workers it will propose to the client for performance of the assignment. The client is entitled to reject the proposed temporary worker, as a result of which the proposed temporary worker shall not be assigned.
3. The temporary employment agency shall not be in breach of contract with a client if, prior to a possible assignment, including an actual application by the client to have a temporary worker assigned, contacts between the client and the temporary employment agency do not result in the actual assignment of a temporary worker for any reason whatever or within the period desired by the client.
4. If the temporary employment agency requires any information from the client in relation to the fulfilment of its obligations pursuant to the law or the CLA, the client shall provide this information to the temporary employment agency free of charge and at the first request of the latter.

Article 7. Working hours and duration of work

1. The temporary worker's scope of work and working hours with the client shall be laid down in the confirmation of the assignment, or agreed in another manner.
2. The client shall employ the temporary worker for the full employment term agreed. Unless otherwise agreed, the client shall remain obliged to pay the rate for the agreed employment term for the remainder of the assignment, even if client temporarily has no work or less work for the temporary worker or is unable to employ the temporary worker.
3. The temporary worker's working hours, scope of work, breaks and rest times shall be the same as the client's customary hours and times, unless agreed otherwise. The client guarantees that the duration of work and the rest and working times of the temporary worker shall comply with the statutory requirements. The client shall ensure that the temporary worker does not exceed the legally permitted working times and the agreed number of working hours
4. The temporary worker's holiday and annual leave shall be arranged in accordance with the law and the CLA.

Article 8. Company closures and mandatory annual leave days

1. Upon commencement of an assignment contract, the client is required to inform the temporary employment agency of any company closures and mandatory collective annual leave days during the term of the assignment, thus enabling the temporary employment agency to include such circumstances, if possible, in the employment contract with the temporary worker. If an intention to specify a company closure and/or mandatory collective annual leave days is announced after an assignment contract has been entered into, the client must inform the temporary employment agency of this immediately after such announcement.

Article 9. Entering into an employment relationship with a temporary worker

1. Regarding the provisions of this article, entering into an employment relationship with a temporary worker shall be understood to mean:

- entering into an employment relationship, a contract for work and/or an assignment contract between the client and the temporary worker;
 - allowing a third party to enter into an employment contract, a contract for work and/or an assignment contract with the temporary worker to subsequently have the temporary worker work for the client;
 - having the temporary worker in question assigned to the client by a third party (e.g. another temporary employment agency);
 - a temporary worker entering into an employment relationship with a third party, whereby the client and that third party are affiliated in a group (as referred to in Section 2:24b of the Dutch Civil Code) or whereby one party is a subsidiary of the other (as referred to in Section 2:24a of the Dutch Civil Code).

2. Regarding the provisions of this article, the term 'temporary worker' shall also be understood to include:

- a prospective temporary worker registered with the temporary employment agency ("Manpower");
- a temporary worker (or prospective temporary worker) who is introduced to the client;
- a temporary worker whose assignment has ended less than three months before entering into an employment relationship with the client.

3. Clients are only entitled to enter into an employment relationship with a temporary worker if and to the extent that the remaining provisions of this article are complied with.

4. Clients shall inform Manpower in writing of any intention to enter into an employment relationship with a temporary worker before actually carrying out their intention.

5. Clients may not enter into an employment relationship with a temporary worker if and to the extent that the temporary worker is not or has not been able to legally terminate the employment contract with Manpower, or if and to the extent that the client is not or has not been able to legally terminate the assignment contract with Manpower.

6. If, in accordance with the provisions laid down above in clauses 3 to 5 (inclusive), a client enters into an employment relationship with a temporary worker for the same or another position within six months of entering into the assignment, the client shall owe Manpower the following payment: if the employment relationship with the temporary worker commences before the temporary worker has worked 1040 regular working hours under the assignment contract: payment to the sum of 25% of the most recently applicable client fee for the temporary worker in question for 1040 hours minus the regular hours already worked by the temporary worker.

In this article, 'working hours' shall be understood to mean the hours temporary worker has worked for the client in connection with the assignment.

The client shall also owe the payment referred to in this clause if, within three months of the assignment contract with the client having ended, the temporary worker applies for a job with the client either directly or through a third party, or if, within three months of the assignment to the client having ended, the client approaches the temporary worker either directly or through a third party, and the client as a result enters into an employment relationship with the temporary worker in question.

7. If a temporary worker is introduced to a possible client through the intermediary services of Manpower and this possible client enters into an employment relationship with that temporary worker for the same or another position before the assignment contract is concluded, this possible client shall owe payment to the sum of 25% of the client fee that would have applied for a period of 1040 hours in respect of the temporary worker in question if the assignment had been concluded. The client shall always owe this payment if a client's initial contact with a temporary worker comes about through the intermediary services of Manpower. Moreover, if within three months of such contact coming about the temporary worker in question applies for a position with the client directly or through a third party, or if within three months of the contact coming about the client approaches the temporary worker in question either directly or through third parties, and as a consequence enters into an employment relationship with the temporary worker in question, the client shall owe the payment referred to in the first sentence of this clause.

8. If a client enters into an employment relationship with a temporary worker during the term of an assignment contract that may be terminated prematurely, the client is entitled to decide to disregard the term of notice laid down in the assignment contract. In that event, however, the client is obliged to compensate any resulting loss suffered by Manpower. Such loss shall be fixed at 30% of the client fee for the term of notice that is disregarded for the assignment contract in question. The client fee, as referred to in this Article, is calculated for the most recently applicable or customary number of hours or overtime hours during the notice period, with a minimum of 20 hours per week.

Furthermore, where applicable, the client shall make payment under the provisions laid down in clause 6 of this Article.

9. If the client enters into an employment relationship with the temporary worker during the term of an assignment contract that may not be terminated prematurely, the client is obliged to pay the agreed client fee for the remaining duration of the assignment (based on the most recently applicable or customary number of hours or overtime hours during the notice period, with a minimum of 20 hours per week, in respect of the temporary worker in question.

Furthermore, where applicable, the client shall make payment under the provisions laid down in clause 6 of this Article.

10. The provisions of Article 17 (Payment and consequences of non-payment) of these General Terms and Conditions are also applicable to amounts charged by virtue of this Article.

Article 10. Role and remuneration

1. Prior to the commencement of an assignment contract and at the first request of the temporary employment agency if applicable, the client shall make available to the temporary employment agency the description of the position to be performed by the temporary worker and the corresponding wage scale and all elements of the clients remuneration (in terms of amount and time: only if and to the extent known at that point).

2. The temporary employment agency is obliged to apply hirer's remuneration (article 16 CLA) unless the temporary worker (temporarily) falls under an allocation group determined by the CLA. Based on the job description issued by the client, the remuneration of the temporary worker, including any allowances and reimbursements of expenses, shall be laid down in compliance with the CLA (including any provisions regarding clients' remuneration), and the applicable legislation.

Pursuant to Article 16, paragraph 2 of the CLA, when grading the applicable wage scale the temporary employment agency will have to take into account relevant work experience of the temporary worker and/or return to the same client and/or return to the same CLA area in a virtually identical position. The temporary employment agency will contact the client to discuss this.

Pursuant to Article 16, paragraph 3 of the CLA, the temporary employment agency is obligated to award periodical increments to the temporary worker in accordance with the scheme as included in this paragraph 3 under a, b, and c.

The client declares it is aware of the provisions of the law in relation to the Act of Combating Sham Arrangements ('Wet Aanpak Schijnconstructies'), pursuant to which the client is jointly and severally liable for the payment of the correct wages to the temporary worker.

3. If at any moment it becomes apparent that the job description and the corresponding wage scale do not correspond to the actual role performed by the temporary worker, the client shall without delay provide the temporary employment agency with the correct job description with the corresponding wage scale. The remuneration of the temporary worker shall be redetermined based on the new job description. The job and/or wage scale may be adjusted during the term of the assignment if the temporary worker would reasonably qualify for such adjustment by invoking the applicable legislation and/or the Collective Labour Agreement. If such adjustment results in increased remuneration, the temporary employment agency shall correct the remuneration of the temporary worker and the client fee accordingly. The client shall owe the temporary employment agency this corrected fee as from the moment the temporary worker is entitled to the higher remuneration on the basis of legislation and regulations and/or the CLA.

4. The client shall notify the temporary employment agency about any changes to the hirer's remuneration and about any initial wage increases determined in good time and in any event immediately when these become known. This paragraph does not apply if and for as long as the temporary agency worker is paid in accordance with the CLA remuneration for the allocation group..

5. The redeployment or transfer at the client of temporary workers employed by the client or temporary workers that have been employed by the client is only permitted following consultation between the client and the temporary employment agency and following written consent from the temporary employment agency.

6. If and insofar as a specific remuneration is determined for the temporary worker due to the fact that he/she cannot be classified, the client shall inform the temporary employment agency in good time and in any event immediately when a change to the client's job classification system becomes known, if this change means that the role held by the temporary worker could or should have been classified in the client's job classification system. The remuneration and the client fee shall be adjusted in accordance with clause 3 of this Article if this is the case.

7. All allowances and all expense allowances shall be paid in accordance with the CLA and/or other applicable terms and conditions of employment and shall be charged to the client.

Article 11. Proper exercise of management and supervision

1. In exercising management and supervision over temporary workers and the work they carry out, the client shall act in the same careful manner in which it is obliged to act in respect of its own employees.

2. The client is not permitted, unless it has obtained permission to that effect, to subsequently 'hire out' temporary workers to a third party. This means that the client may not assign any temporary worker to a third party in order to carry out work under its management or supervision. In this context, the term 'third party' shall include assignment by the client to a natural person or corporate entity to which the client is affiliated within a group.

If a temporary worker made available to the client is subsequently (following permission from the temporary employment agency) made available by the temporary employment agency to a third party, the hirer's remuneration shall be equal to the remuneration of employees employed in the same or equivalent roles by that third party, where the temporary worker shall be employed under the management and supervision of that third party.

3. The client may only deploy a temporary worker in a manner other than that determined by the assignment contract and the prevailing General Terms and Conditions if the temporary employment agency and the temporary worker consent to this in writing beforehand.

4. A client established in the Netherlands may only deploy a temporary worker abroad following explicit written permission from the temporary employment agency. The deployment of the temporary worker is only possible under the strict management and supervision of the client and for a fixed period of time and if the

deployment and its terms and conditions have been agreed upon in writing with the temporary employment agency and if consented to in writing by the temporary worker in question.

5. The client shall compensate the temporary worker for any damage suffered by him or her as a result of an item of property belonging to him or her and used in connection with the work he or she is instructed to carry out being damaged or destroyed.

6. The temporary employment agency is not liable towards the client for any damage or losses suffered by the client, third parties or a temporary worker that are caused by any act or omission on the part of the temporary worker in question.

7. The temporary employment agency is not liable towards the client for any obligations entered into by temporary workers with or which arise for them vis-à-vis the client or third parties, regardless of whether the client or such third parties have granted their permission for such obligations.

8. The client shall indemnify the temporary employment agency against any liability (including costs, such as costs of legal assistance) on the part of the temporary employment agency as employer of the temporary worker — whether directly or indirectly — with regard to the damage, losses and obligations referred to in this Article.

9. Where possible, the client shall take out adequate liability insurance based on the provisions of this Article. The client shall provide proof of insurance at the first request of the temporary employment agency.

Article 12. Employment terms

1. The client declares it is aware of the fact that, under the Working Conditions Act, it is regarded as the employer. The client is responsible towards the temporary worker and the temporary employment agency for complying with the obligations pursuant to Section 7:658 of the Dutch Civil Code, the Working Conditions Act and associated legislation in the area of workplace safety, health, well-being and good working conditions in general.

The client will provide the temporary worker with job-related tools under the same conditions as those applicable for the clients own employees if these tools are required and necessary to perform the work (for example for the purpose of working in a safe and healthy environment).

2. The client is obliged to provide written information in good time, in any case one day before work commences, to the temporary worker and the temporary employment agency about the requisite professional qualifications and the specific characteristics of the job in question. The client shall actively give the temporary worker information about its Risk Inventory and Evaluation (RIE) procedure.

3. If the temporary worker has an accident at work or contracts an occupational illness, the client, if legally required to do so, shall immediately inform the competent authorities and ensure that a written report of the matter is drawn up forthwith.

The report shall include the circumstances of the accident or occupational illness in such a way that it can be ascertained with a reasonable degree of certainty whether and to what extent the accident or occupational illness was the result of inadequate measures having been taken to prevent the accident or the occupational illness. The client shall inform the temporary employment agency as soon as possible about the accident or the occupational illness, and submit a copy of the aforementioned report.

4. The client shall compensate the temporary worker all damage or loss that the temporary worker suffers in the performance of his/her work, if and insofar as the client is liable for such damage or loss pursuant to Section 7:658 and/or Section 7:611 and/or Section 6:162 of the Dutch Civil Code.

5. The client shall insure itself adequately against any liability arising from the provisions of this Article. The client shall provide proof of insurance at the first request of the temporary employment agency.

Article 13. Requirements relating to the Placement of Personnel by Intermediaries Act

1. The client explicitly declares that it is aware of Section 8b of the Placement of Personnel by Intermediaries Act and shall ensure that temporary workers have the same access to the company facilities or services in its organisation, in particular canteens, childcare and transport facilities, as the employees who are employed by its organisation in the same or equivalent positions, unless different treatment is justified for objective reasons.

2. The client explicitly declares that it is aware of Section 8c of the Placement of Personnel by Intermediaries Act and ensures that vacancies at its organisation are clearly brought to the attention of temporary workers in good time, so that they have the same chances of a permanent employment contract as the employees of that organisation.

3. The client explicitly declares that it is familiar with Section 10 of the Placement of Personnel by Intermediaries Act. The temporary employment agency is not allowed to assign employees to clients or in those section of a client's business where strike, lock-out or factory occupation exists. The client shall inform the temporary employment agency on time and in full concerning the intention, commencement, continuation or ending of organised or unorganised industrial action on the part of the trade unions, including but not limited to strikes, lock-outs or factory occupation.

When supervising and managing the temporary worker, the client shall expressly not issue instructions to the temporary worker that would violate Section 10 of the Placement of Personnel by Intermediaries Act, such as, but not limited to, having the temporary worker carry out activities that are usually performed by employees who are participating in industrial action at that time. The costs of the temporary workers who are entitled to continued payment of wages during the strike will be charged to the client.

4. The client explicitly declares that it is familiar with Section 12a of the Placement of Personnel by Intermediaries Act. Prior to the placement and thereafter when necessary, the client shall provide the temporary employment agency in good time and in full with written or electronic information concerning the employment terms.

Section 3. Financial terms

Article 14. Client fee

1. The client fee owed by the client to the temporary employment agency is charged for the hours worked by the temporary worker and/or (if this number is higher) the hours to which the temporary employment agency is entitled based on the General Terms and Conditions, assignments and/or other agreements and/or additional payments owed by the temporary employment agency to the temporary worker. The client fee is multiplied by the allowances and charged on top of the reimbursement for expenses the temporary employment agency owes the temporary worker. VAT is charged on the client fee, the allowances and/or the reimbursement for expenses.

2. The temporary employment agency has the right to adjust the client fee during the term of the assignment or invoice costs separately if the costs of the temporary agency work increase for example:

- as a result of an amendment of the CLA or the wages regulated therein or a change to the CLA and/or employment conditions scheme or wages regulated therein applicable at the client;
- as a result of amendments in or prompted by legislation and regulations, including amendments in or prompted by social security and tax legislation and regulations, the CLA or any binding regulation;
- as a result of a (periodic) wage increase, a (one off) payment, end of year bonus, allowance and/or expense allowance arising from the CLA, the collective labour agreement and/or employee benefit scheme applicable at the client and/or legislation and regulations.

3. If the client does not consent to payment of the adjusted client fee pursuant to clause 2 and/or Article 10 (Position and remuneration), this shall constitute a request by the client to terminate the assignment contract.

4. The temporary employment agency may adjust its rates to the index in the first week of the year, in line with the percentage increase in wage costs in the business services sector as published Statistics Netherlands ('CBS') during the year.

5. The temporary employment agency shall notify the client of any adjustment of the client rate as soon as possible and confirm this change in writing to the client.

6. If the remuneration has been set too low for any reason that can be attributed to the client, the temporary employment agency has the right, even after the fact and with retrospective effect, to determine the remuneration and to adjust and charge the client fee accordingly with retrospective effect. The temporary employment agency may also charge the client the amount underpaid by the client as a result and the costs incurred by the temporary employment agency as a consequence.

Article 15. Special (minimum) payment obligations

1. In the event of an on-call contract with the temporary worker according to Section 7:628a of the Dutch Civil Code:

- the temporary worker must be called up and employed for a minimum of three hours. Regardless of whether or not the temporary worker is employed for this minimum term, the temporary employment agency shall charge the client in full for this minimum term of three hours for all services (in accordance with Article 14, paragraph 1 (Client fee) of these General Terms and Conditions), including any applicable allowances and on top of any reimbursements for expenses the client owes the temporary worker;
- the temporary worker must be paid for any changed and/or cancelled hours (including the usual benefits) if his/her assignment is changed and/or expires within four calendar days. In addition to the hours worked, the temporary employment agency shall charge the client in full for any such changed and/or cancelled hours (in accordance with Article 14, paragraph 1 (Client fee) of these General Terms and Conditions), including any applicable allowances and on top of any reimbursements for expenses the client owes the temporary worker;
- the temporary worker shall receive an offer for a fixed number of hours in his/her 13th month, in accordance with Section 7:628a, paragraph 5 of the Dutch Civil Code. Depending on the situation and requirements, the temporary employment agency may determine in advance (prior to the 13th month) and following consultation with the client whether or not a fixed number of hours is to be offered to the temporary worker. Following acceptance of this offer, the provisions of these General Terms and Conditions in relation to this type of agreement (including Article 3, paragraph 3 (Assignment and assignment contracts) and Article 7, paragraph 2 (Working hours and duration of work)) shall apply.

The above shall also apply in case of any permitted deviation as provided for under Article 5, clause 2 (Right of suspension) of these General Terms and Conditions.

2. If there is no on-call contract with the temporary worker but the extent of the temporary work is less than fifteen hours per week due to the assignment and the times at which the temporary work must be performed are not fixed, the client is obliged to pay the temporary employment agency the client fee (in accordance with Article 14, paragraph 1 (Client fee) of these General Terms and Conditions) — including any applicable allowances and on top of any reimbursements for expenses the client owes the temporary worker — for a period of three (3) hours worked as a minimum, without prejudice to the other obligations of the client towards the temporary employment agency.

Article 16. Invoices

1. Invoicing takes place based on the time registration method agreed with the client, with due observance of these General Terms and Conditions, the assignments and/or other agreements.

2. The client and the temporary employment agency may agree that the number of hours worked are recorded using a time registration system, an electronic and/or automated system, or by means of time sheets or overviews drawn up by or on behalf of the client.

3. Clients shall ensure that the number of hours worked are recorded correctly and in full, and furthermore ensure that the data thus recorded regarding the temporary worker is stated correctly and truthfully, i.e. name of the temporary worker, the number of hours worked, overtime, irregular hours and hours worked on shift, any other hours for which the client fee is payable under the assignment contract and the General Terms and Conditions, any allowances, and any expenses actually incurred.

4. When a client submits the record of working hours, it shall ensure that the temporary employment agency has such record in its possession immediately following the week worked by the temporary worker. The client is responsible for the manner in which the record of working hours is submitted to the temporary employment agency.

5. Before a client submits the record of working hours, it shall give the temporary worker the opportunity to check such record. If and insofar as that the temporary worker in question challenges the recorded data, the temporary employment agency is entitled to decide on the number of hours worked and the costs involved in accordance with the temporary worker's version of the situation, unless the client is able to demonstrate that the data recorded by it is correct.

At the temporary employment agency's request, the client shall provide insight into the client's original time records and provide copies thereof.

6. If working hours are recorded using time sheets issued to the temporary worker, the client shall retain copies of them. If there is any discrepancy between the time sheet submitted to the temporary employment agency by the temporary worker and the copy retained by the client, the time sheet submitted by the temporary worker to the temporary employment agency shall be deemed to constitute full proof of the matter, subject to any proof to the contrary submitted by the client.

Article 17. Payment and consequences of non-payment

1. Clients are at all times obliged to settle invoices sent by the temporary employment agency within fourteen calendar days of the invoice date. If an invoice is not settled by the deadline, then as of the payment deadline the client shall be in default by operation of law and shall owe interest at a rate of 1% per month, part of a month counting as a full month. Clients may not suspend or set off any payment.

2. If the invoice must contain specific assignment or client information at the express request of the client, such as a purchase order number ("PO number"), the client shall ensure that the necessary information is provided to the temporary employment agency prior to the start of the work performed by the temporary worker but no later than five calendar days before the first invoice (in accordance with the agreed invoicing times) is sent to the client, so that the temporary employment agency can invoice correctly and in a timely manner.

3. If the details above are not provided by the client in good time, the temporary employment agency shall still be entitled to invoice, despite the missing details, and the client must still pay the invoice on time, in accordance with the agreed payment term. The lack of data does not absolve the client from its obligation to pay on time. The client is not permitted to suspend or set off payment.

3. Debts are only discharged if payments are made to the temporary employment agency or to a third party designated in writing by the temporary employment agency. Payments made to temporary workers, or advances issued to temporary workers, are non-binding and may at no time be used as grounds for the discharge or set-off of debt.
4. The copies held by the temporary employment agency of the invoices sent by the temporary employment agency shall constitute full proof of interest being owed as well as of the date as of which interest is calculated.
5. Any complaints regarding an invoice must be submitted to the temporary employment agency within ten calendar days of the invoice date. The client's right to complain shall lapse after such date. The burden of proof regarding the timely submission of a complaint rests with the client. If a complaint is submitted, the client is not permitted to suspend its obligation to make payment or to set off payment.
6. All collection costs shall be borne entirely by the client. The fee for extrajudicial costs shall be fixed at 15% of the principal amount owed including interest, with a minimum of €250 per claim. Such payment shall be charged without any further proof and shall be payable by the client as soon as the temporary employment agency or any third party entitled to receive such payment enlists legal assistance or the temporary employment agency refers the debt for collection.

Section 4. General terms

Article 18. Intellectual and industrial property

1. At the request of the client, the temporary employment agency shall have the temporary worker sign a written statement — where necessary and possible — to ensure or help ensure that all intellectual and industrial property rights to the results of the activities performed by the temporary worker accrue or are (or shall be) transferred to the client. If, in this connection, the temporary employment agency owes payment to the temporary worker or is required to incur costs for any other reason, the client shall owe the temporary employment agency an equivalent payment or equivalent costs.
2. The client is at liberty to enter directly into an agreement with the temporary worker, or to have him or her sign a statement regarding the intellectual and industrial property rights referred to in clause 1 of this Article. The client shall inform the temporary employment agency about its intention in this respect, and submit to the temporary employment agency a copy of the agreement/statement drawn up in this regard.
3. The temporary employment agency is not liable toward the client for any fine or penalty payable by the temporary worker, or for any damage or loss suffered by the part of the client as a result of the temporary worker relying on any right of intellectual and/or industrial property.

Article 19. Confidentiality

1. Neither the temporary employment agency nor the client shall disclose to third parties any confidential information on or about the other party, its activities or business contacts that come(s) to its knowledge as a consequence of the assignment contract unless — and in that case to the extent that — disclosure of such information is necessary in order to have the assignment contract performed properly, or a statutory obligation is incumbent upon them to make such disclosure.
2. At the client's request, the temporary employment agency shall oblige the temporary worker to maintain secrecy regarding everything that comes to his knowledge or of which he or she becomes aware in carrying out his or her work, unless a statutory obligation is incumbent upon the temporary worker to disclose information.
3. The client is at liberty to impose a direct obligation on the temporary worker to maintain secrecy. The client shall inform the temporary employment agency about any intention it has in this regard, and provide the temporary employment agency with a copy of any statement/agreement drawn up in this connection.

4. The temporary employment agency is not liable for any fine, penalty or damage or losses sustained by the client resulting from any breach by the temporary worker of his or her obligation to maintain confidentiality..

Article 20. Client's duty of verification and retention

1. The client to which the temporary employment agency assigns a temporary worker shall verify and determine the identity of the temporary worker in accordance with the applicable legislation and regulations, including but not limited to the Foreign Nationals (Employment) Act, Salaries Tax Act and the Compulsory Identification Act. The client shall also comply with its administration and retention obligations in this regard.

2. With respect to foreign nationals, the client explicitly declares that it is familiar with the Foreign Nationals (Employment) Act, comprising among other things that the client must receive from the foreign national a copy of the document referred to in Section 1 (1) to (3) of the Compulsory Identification Act before such a foreign national commences work. The client is responsible for carefully checking this document, shall use it to ascertain the foreign national's identity and shall keep a copy of the document in its records. The temporary employment agency is not responsible or liable for any penalty imposed on the client in the context of the Foreign Nationals (Employment) Act.

Article 21. Client liability

1. Any client failing to comply or failing to properly comply with the obligations arising on its part under these General Terms and Conditions, the assignments and/or other agreements is required to compensate all damage or loss this gives rise to on the part of the temporary employment agency. The provisions in this Article apply generally, both (and additionally, if applicable) with regard to matters in which the compensation obligation has already been arranged for separately in these General Terms and Conditions, the assignments and/or other agreements and with regard to matters where that is not the case.

Article 22. Commitment and liability of temporary employment agency

1. The temporary employment agency is required to endeavour to perform the assignment properly. If and to the extent that the temporary employment agency fails to comply with this obligation, the temporary employment agency is required to compensate the client for any resulting direct damage or loss, provided the client submits a written complaint to the temporary employment agency as soon as possible, but in any case no later than three months following the occurrence or discovery of such damage or loss, thereby demonstrating that the damage or loss was the direct consequence of an attributable failing on the part of the temporary employment agency.

2. Any direct liability on the part of the temporary employment agency pursuant to the provision of temporary workers under the assignment and/or contract shall be limited to the client fee to be charged to the client by the temporary employment agency for the performance of the assignment, in accordance with the agreed number of working hours and the agreed term of the assignment up to a maximum of four months, all up to a maximum of €25,000 per event — whereby a series of related events shall be considered to constitute a single event — and a maximum of €75,000 per year.

3. The temporary employment agency shall at no time be liable for consequential damage or loss, including loss of profit, lost savings or any loss due to business interruption.

Article 23. Treatment of temporary workers

1. The client and temporary employment agency shall not unlawfully discriminate on grounds of religion, personal convictions, political opinion, gender, race, nationality, sexual orientation, civil status, disability, chronic illness, age or any other grounds.

The client and temporary employment agency shall exclusively stipulate or take into account requirements that are relevant for the position when awarding or performing the assignment and in the selection and treatment of temporary workers.

2. The client is familiar with the Whistleblower Protection Act ('Wet Bescherming klokkenluiders') and guarantees that the temporary worker shall have access to the whistle-blowers' scheme in the same way as its own employees, provided the client has such a scheme or such a scheme applies to it.

3. If the client has a complaints procedure concerning the treatment of employees it will guarantee that the temporary worker will have access to this complaints procedure in the same way as its own employees. This only concerns complaints that do not concern good employment practices on the part of the temporary employment agency. All of the above applies insofar as there are no other statutory obligations.

Article 24. Employee representation

1. Clients are obliged to enable any temporary worker who is a member of the Works Council of the temporary employment agency or the Works Council of the client to exercise his or her employee representation rights as provided for by law.

2. If a temporary worker exercises his or her employee representation rights at the client's company, the client shall also owe the client fee for the hours that the temporary worker performs activities or undergoes training during working hours that is connected with his or her exercise of employee representation rights.

3. The client declares it is aware of its information duty pursuant to the Works Councils Act concerning the (expected) use of temporary workers in its organisation. If and to the extent that the client wishes to use information provided or to be provided by the temporary employment agency for the purposes of fulfilling this information duty, this provision of information will not go beyond what is required by the Works Councils Act.

Article 25. Processing of personal data

1. The temporary employment agency shall process personal data with a legitimate and specific purpose. The personal data shall be carefully handled and secured. The temporary employment agency shall do so in accordance with (privacy) legislation and regulations, including the General Data Protection Regulation. The complete privacy notice, including information regarding the right of access to and improvement of personal data, are available via Manpower's website.

2. The client explicitly confirms that it is aware of the applicable legislation and regulation regarding the processing of personal data. The temporary employment agency and the client shall enable each other to comply with the aforementioned legislation.

3. In any case, the client shall only use any personal data obtained via the temporary employment agency for the purposes for which such data has been obtained, shall not store such data for any longer than permitted in accordance with the legislation and regulation and shall guarantee adequate protection of such personal data. Where required, the client shall inform the temporary worker of any personal data of the temporary worker it has recorded and the way in which, the times at which and the purposes for which such data are processed.

Article 26 Company car

1. If it is necessary and/or desirable for the performance of the temporary worker's duties, a client may decide to allow the temporary worker to drive a company car (e.g. a rented or leased car). Prior to such decision, the client must discuss the matter with the temporary employment agency and supply the temporary employment agency with the necessary data in order to allow the temporary employment agency to arrange the mandatory tax surcharge. The client itself must conclude directly with the temporary worker a so-called user agreement laying down rules for the use of the company car, damage, penalties etc. The temporary employment agency accepts no liability or responsibility in this regard.

Article 27. Applicable law and competent court

1. The laws of the Netherlands shall apply to these General Terms and Conditions, assignments and/or other agreements
2. All disputes arising from or related to a legal relationship between the parties shall in first instance exclusively be heard by the competent court of the district where the temporary employment agency's headquarters is established.

Article 28. Concluding provision

1. If one or more provisions of these General Terms and Conditions are null and void or are declared void, the other provisions in these General Terms and Conditions, assignments and/or other agreements will remain in force. The provisions that are not legally valid or cannot be legally enforced will be replaced with provisions that are as consistent as possible with the purport of the provisions to be replaced.



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