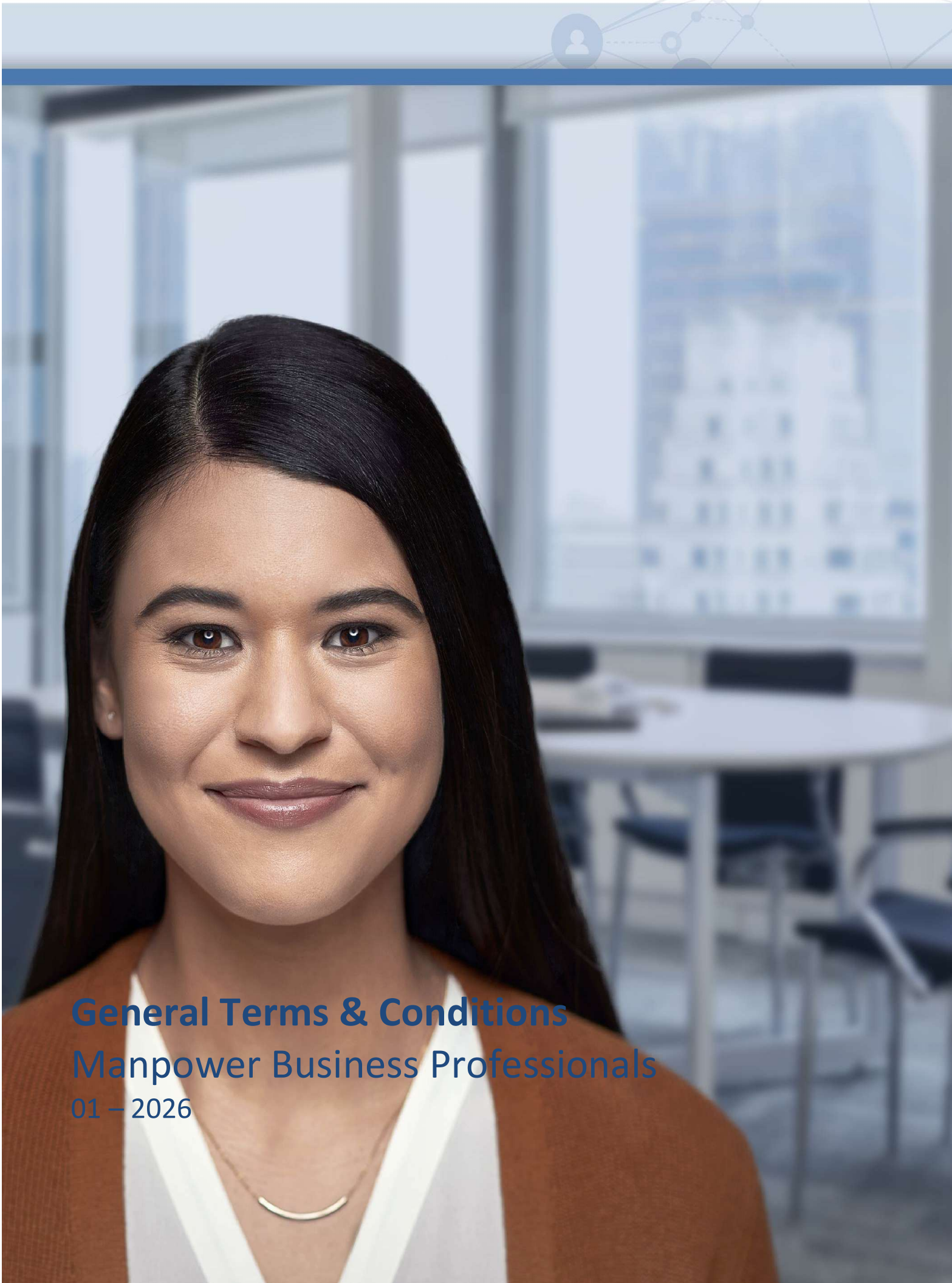


General Terms & Conditions

Manpower Business Professionals

01 – 2026

This document contains the text of the General Terms and Conditions applicable to all requests, offers, assignments and agreements between Manpower Business Professionals B.V. and its clients for the types of service set out below (the General Provisions apply to all services).
In case of contradictions, the Dutch Terms and Conditions "Algemene Voorwaarden Manpower Business Professionals" – prevails over this English translation.

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General Provisions

Scope

This section contains the General Provisions applicable to all services of Manpower Business Professionals. Each Service is further detailed in a separate chapter. In case of contradictions, the Service Specific Chapters will prevail over these General Provisions.

Definitions

In this chapter, the following terms beginning with a capital letter have the following meanings:

Service(s):

The performance(s) as defined in the Agreement entered into between Manpower Business Professionals and Client.

Professional:

The Manpower Business Professionals Professional to be deployed/seconded/matched for the purpose of an assignment. An Professional may be an Independent Professional, an Manpower Business Professionals employee, or an employee of a third party engaged by Manpower Business Professionals.

Client:

Every natural or legal person who has concluded an Agreement with Manpower Business Professionals or responds to or requests an offer or quotation.

Agreement:

The agreement documented in a written or digital record, under which Manpower Business Professionals performs Service(s) on behalf of the Client and to which these Terms and Conditions apply.

1. General

1.1 These Terms and Conditions apply to all offers, quotations and Agreements under which Manpower Business Professionals offers or provides Services of any kind to the Client, even if such Services are not described in these terms and conditions.

1.2 Deviations from these Terms and Conditions are only valid if expressly agreed in writing. Authorized representatives of each Party must sign an amendment.

1.3 All offers are non-binding unless the offer expressly states otherwise in writing. All prices are exclusive of VAT and other government levies.

1.4 The Client's purchasing conditions or other terms and conditions are expressly rejected.

1.5 Quotes issued by Manpower Business Professionals are based on the information provided by the Client. The Client guarantees that, to the best of its knowledge, it has provided all essential information for the design and execution of the assignment.

1.6 Manpower Business Professionals will perform its Services to the best of its knowledge and ability, following high standards. The obligation has the nature of a “best efforts obligation”, as achieving the intended result cannot be guaranteed.

2. Termination

2.1 A party may terminate the Agreement with immediate effect by written notice, stating reasons, if:

a) the other party commits a material breach of any obligation under the Agreement and fails to remedy such breach within four weeks of written notice thereof by the aforementioned party;

or

b) the other party applies for suspension of payments or is to be declared bankrupt, is in a state of liquidation, or a receiver has been appointed over its assets or any part thereof; such termination does not affect any other right or remedy to which either party is or will be entitled.

2.2 In all cases in which the Agreement with the Client is terminated, these Terms and Conditions will continue to govern the relations between the parties to the extent necessary for their settlement or to the extent that follows from the nature of the clause in question.

3. Discrimination

To prevent unlawful distinctions—particularly based on religion, belief, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any other ground whatsoever—non-functional requirements may not be imposed or taken into account in any way when awarding the contract.

4. Confidentiality

4.1 The parties agree not to print, publish or otherwise disclose any confidential information pertaining to the other party or its work without the consent of said party. This confidentiality clause applies both during the Agreement and after its termination.

4.2 This article does not apply to information that is or becomes generally known other than through the action of the party concerned, or is already in possession of the party concerned or is lawfully obtained by that party from a third party

5. Governing law and disputes

The Agreement is exclusively governed by Dutch law. Any disputes must be brought before the competent Dutch court in Amsterdam.

6. Invalid provisions

If any provision of these Terms and Conditions is invalid or annulled, the other provisions of these Terms and Conditions will remain in full force. Manpower Business Professionals and the Client will agree on a new provision to replace the invalid or annulled provision, taking into account as far as possible the purpose and tenor of the invalid or annulled provision.

7. Dataprivacy

The parties process personal data when there is a legitimate and specific purpose for doing so. The parties process personal data carefully and securely in accordance with privacy legislation and regulations, including the General Data Protection Regulation (GDPR).
The full privacy statement, including the right to access and correct personal data, is available on Manpower Business Professionals' website.

A. Secondment and secondment-to-permanent services

A1: Scope

The provisions of this paragraph relate to Manpower Business Professionals' assignment of Professionals to the Client. Through the deployment of an Professional, Manpower Business Professionals meets the Client's need for Professionals for special projects, easing staff shortages and/or because of their specific expertise.

A2: Definitions

In this chapter, the following terms beginning with a capital letter have the following meanings:
Service(s):
The performance described in the Agreement entered into between Manpower Business Professionals and the Client is limited to the specific Professional deployed for the assignment.
Deployment:
The secondment of an Professional for an assignment. The work will take place under the direction and supervision of the Client.
Professional:
The Manpower Business Professionals Professional deployed or to be deployed for the purpose of an assignment. An Professional may be an Manpower Business Professionals employee or an employee of a third party engaged by Manpower Business Professionals.
Candidate:
An Professional proposed by Manpower Business Professionals for the performance of Agreements.
Client:
Every natural or legal person who has concluded an Agreement with Manpower Business Professionals or responds to or requests an offer or quotation to have an Professional perform work under its direction and supervision.
Agreement:
The agreement documented in a written or digital record, under which Manpower Business Professionals performs Service(s) on behalf of the Client and to which these Terms and Conditions apply

A3: Secondment services

3.1 Manpower Business Professionals will make the Professional named in the Agreement available to the Client to perform work under the Client's direction and supervision. Manpower Business Professionals is not responsible for the results of the work. Unless otherwise agreed in writing, the Client will hire the Professional for forty hours per week during Manpower Business Professionals' usual business days.

3.2 The Professional will adhere to the working, holiday and rest periods, working hours and other relevant terms and conditions of employment customary with the Client. The Client guarantees that the working, holiday and rest periods, working hours and other relevant working conditions comply with the relevant laws and regulations. The Client must promptly inform Manpower Business Professionals of any intended permanent or temporary closure of its business or organization.

3.3 The Client may not use the Professional for other work than previously agreed upon without Manpower Business Professionals’ written consent.

3.4 The Client is only permitted to instruct the Professional to work under the management and supervision of a third party if this is expressly agreed upon with Manpower Business Professionals in writing agreed, and the Client guarantees that the third party will share the applicable employment conditions with Manpower Business Professionals in a timely and complete manner.

3.5 In connection with potentially differing foreign regulations, the Client may not structurally or incidentally employ the Professional abroad without the written agreement of both Manpower Business Professionals and the Professional. The Client is responsible for compliance with relevant foreign legislation, all travel and accommodation expenses, and all additional insurance.

3.6 Manpower Business Professionals must strive to ensure that the Professional remains available for work during the agreed days for the duration of the Agreement, except in the event of the Professional's illness or retirement. Even if the Agreement has been entered with a view to performance by a specific person, Manpower Business Professionals remains entitled to replace this person with one or more persons with the same qualifications after consulting the Client.

3.7 The Professional will consult the Client regarding taking holidays and leave days.

A4: Duration of the Secondment Agreement

4.1 The parties will agree on the duration of the Professional's Deployment in the Agreement. Either party may unilaterally terminate the Agreement prematurely if they believe that the assignment's performance is no longer feasible in accordance with the Agreement, associated quotation and any subsequent additional assignment specifications. Such termination must be done in writing with one calendar months' notice. The Client's payment obligations regarding the work performed and to be performed will remain unaffected.

4.2 The Client is not entitled to temporarily suspend all or part of the Professional's Deployment except in the case of force majeure within the meaning of article 6:75 of the Dutch Civil Code.

A5: Position and remuneration

5.1 The Client must describe the position to be held by the Candidate/Professional and the relevant terms and conditions of employment, such as remuneration of the Candidate/Professional before the commencement of the Deployment to which the Candidate/Professional is entitled equivalent pay as mentioned in the applicable VvDN CLA. All costs including employer's contributions, will be invoiced to the Client.

5.2 The Client must promptly inform Manpower Business Professionals of changes in its remuneration scheme insofar as they are relevant to the Professional under the rules of equal pay.

A6: Working conditions

Manpower Business Professionals will observe the rules and regulations in force in the Client's premises or buildings while deployed there. The Client must communicate these rules and regulations to Manpower Business Professionals' Professionals. The Client is responsible towards the Professional for compliance with the obligations arising from article 7:658 of the Dutch Civil Code, the Working Conditions Act and related regulations regarding workplace safety and good working conditions in general. The Client declares that it is aware that it is considered an employer under the Working Conditions Act.

A7: Direction and supervision

7.1 The Client undertakes to ensure that, where the cooperation of its personnel is necessary in the performance of the Services, such personnel will possess the necessary skills and experience for the tasks assigned to them and will be available at times agreed by the parties.

7.2 Such personnel must also be informed to the extent possible by the Client of the assignment entered into with and working methods of Manpower Business Professionals.

7.3 The Client must treat the Professional with the same care in exercising direction and supervision as also with respect to the performance of the work as it is bound to with its own personnel.

A8: Intellectual property

8.1 At the Client's request, Manpower Business Professionals will have the Professional sign a written statement to ensure or promote—insofar as necessary and possible—that all intellectual property rights to the results of the work performed accrue or are transferred to the Client. If Manpower Business Professionals owes the Professional a fee in connection therewith or otherwise incurs costs, the Client will owe Manpower Business Professionals an equal fee or costs.

8.2 The Client is free to enter into an agreement directly with the Professional or to ask them to sign a statement regarding the intellectual property rights referred to in paragraph 1. The Client must inform Manpower Business Professionals of its intention to do so and provide Manpower Business Professionals with a copy of the agreement/statement prepared in this regard.

8.3 Manpower Business Professionals is not liable for any fine or penalty that the Professional incurs or any damages incurred by the Client as a result of the Professional invoking any intellectual property right.

A9: Confidentiality

9.1 Manpower Business Professionals and the Client will not disclose any confidential information of or about the other party, its activities and relations, which has come to their knowledge pursuant to the assignment, to any third party, unless and insofar as disclosure of such information is necessary to properly perform the assignment, or they are under a legal duty to disclose. This article does not apply to information that is or becomes generally known other than through the action of the party concerned, or is already in possession of the party concerned or is lawfully obtained by that party from a third party.

9.2 The Client is free to directly require the Professional to maintain confidentiality. The Client must inform Manpower Business Professionals of its intention to do so and provide Manpower Business Professionals with a copy of the agreement/statement prepared in this regard. Manpower Business Professionals is not liable for any fine, penalty or damages incurred by the Client as a result of the Professional's breach of that duty of confidentiality.

A10: Timesheet

10.1 Time accounting is done by the Client in the Manpower Business Professionals portal using digitally approved timesheets. The Client must ensure that the information stated on the timesheet is complete and correct, including the number of hours worked, overtime, other hours for which the rate is due under the assignment and conditions, any allowances and any expenses incurred. The Client guarantees the signing authority of its personnel and accepts responsibility for signing timesheets and corresponding billing.

10.2 The Client must check and approve the timesheet within one week of the Professional handing it in. If the timesheet is not approved within one week, Manpower Business Professionals reserves the right to send an invoice without an approved timesheet.

A11: Rate

11.1 Hourly rates refer to hours worked in full on a regular weekday during regular business hours unless expressly determined otherwise.

11.2 If the Professional is required to work overtime or irregular hours, the parties will set forth the applicable percentages in the Agreement. If the parties have not agreed on anything, the customary percentages used by the Client will apply as a minimum. Unless otherwise agreed, any bonuses, additional payments, and/or other reimbursements (including employers contributions) will be invoiced separately to the Client.

11.3 The rate is multiplied by the allowance percentages and increased by the cost reimbursements and/or agreed travel time due. If not otherwise agreed upon, any bonuses, other benefits, other compensations and any other elements of equivalent pay (including employer charges) will be invoiced separately to Client.

11.4 VAT will be charged over the fee, allowances, travel time and expense reimbursements.

11.5 A commuting allowance (home – work) will be agreed upon in the Agreement. The commuting allowance is based on the commute (travel time and mileage) from the Professional's home to the Client's nearest work location or other work location previously agreed upon with the Client. Travel expenses (time and mileage) to a location other than previously agreed upon will be borne by the Client. Business travel (work – work) will be billed separately. If the Client's travel allowance scheme is more favorable for the Professional, that scheme will apply or the Professional will be compensated for the difference

11.6 If during the term of the Deployment and the Agreement, the costs increase or new costs arise as a result of new or amended social and (fiscal) legislation and regulations or any other binding regulations; and/or the changed interpretation thereof in jurisprudence, or as a result of regular increases and/or changes in wages and/or new or amended (other) terms of employment (under equivalent pay), Manpower Business Professionals is entitled to adjust the rate or invoice the costs including employer contributions separately. This can be done retroactively if the effective date of the increased costs or the new costs, as mentioned above, are in the past. Manpower Business Professionals will notify the Client of any rate adjustments as soon as possible, followed by a written confirmation to Client.

11.7 Manpower Business Professionals is entitled to increase the rates of current Agreements from 1 January each year, based on the change in the monthly price index figure according to the All Households series (2015 = 100) of the Consumer Price Index (CPI) published by Statistics Netherlands (CBS). The rate will not be adjusted if indexation would result in a lower rate. If the costs incurred by Manpower Business Professionals exceed the rate based on the above index, Manpower Business Professionals may, after proper justification to the Client, increase the rate by more than the above index.

A12: Acquisition

12.1 If the Client takes on a Candidate/ Professional within 12 months after introduction, their acquisition will be deemed to be directly related to the introduction by Manpower Business Professionals, and Manpower Business Professionals will be entitled to the total compensation based upon the proposal under which the Candidate was offered to the Client. Acquisition of a Candidate in this article means taking over or employing them, either directly or through a third party, or contracting or hiring them on any other basis.

12.2 From the date of the Agreement until twelve months after its completion or termination, the Client may not take on the Professional directly or through a third party without the written consent of Manpower Business Professionals, unless the Professional has worked at least 1800 hours for the Client. Unless expressly agreed otherwise, in the event of violation by the Client, an immediately payable and unmitigable penalty of twice the relevant Candidate's daily rate will be charged for each day of violation without judicial intervention or notice of default. Manpower Business Professionals is entitled to claim full damages if the damages exceed the penalty amount of twice the relevant Candidate's daily rate.

12.3 Unless explicitly agreed otherwise in the Agreement, after 1800 hours worked and approved by the Client, the Client has the right to take on the Professional directly or through a third party without payment of an acquisition fee. If the Client wishes to exercise this right, it must notify Manpower Business Professionals in writing 15 days before the desired transition date.

12.4 If the Client takes on the Professional before 1800 hours have been worked, the remaining hours multiplied by the rate will be billed as the acquisition fee.

12.5 A Candidate is deemed to be introduced to the Client at the time Manpower Business Professionals provides the Client with information regarding the Candidate. A Candidate

introduction is always strictly confidential. If violation of this provision by the Client results in the acquisition of a Candidate by a third party, the Client will owe Manpower Business Professionals the full compensation to which Manpower Business Professionals would have been entitled had the acquisition been made by the Client. In addition to external third parties, a third party in this article also means but is not limited to, an operating company, subsidiary, or a sister company of the Client or a company otherwise affiliated or associated with the Client.

A13: Billing and Payment

13.1 Billing takes place based on the timekeeping method agreed with the Client in the Agreement.

13.2 Hours worked by Manpower Business Professionals in the context of the provision of Services will be charged in the month after the month in which the work was performed. Billing will be based on the applicable rates. Compulsory training, as referred to in article 7:611a(2) of the Dutch Civil Code, will take place during working hours as much as possible. Training hours requested by the Client are considered hours worked and will be billed as such by Manpower Business Professionals.

13.3 The Client must pay all invoices within thirty days of the invoice date. If an invoice is not paid within this period, the Client will be in default by operation of law, without notice of default and will owe 2% interest per month, whereby part of a month counts as a full month. The Client is not permitted to suspend payment or setoff amounts.

13.4 Only payments made to Manpower Business Professionals or to a third party designated by Manpower Business Professionals in writing will serve to settle the debt. Payment to an Professional is non-binding and can never be grounds for debt amortization or offsetting.

13.5 All costs of collection will be borne entirely by the Client. Compensation for extrajudicial costs is fixed at 15% of the Client sum due, including interest, with a minimum of €500 per claim. This fee will always be charged and payable by the Client, without any further proof, as soon as Manpower Business Professionals has called in legal assistance or transferred the claim to a collection agency.

A14: Liability

14.1 Manpower Business Professionals is obliged to make every effort to perform the assignment properly.

14.2 During the term of the Agreement, Manpower Business Professionals will maintain a Corporate Liability Insurance (AVB) that covers the risk of property and personal injury up to an insured amount of €1,000,000 per event and €2,500,000 per year.

14.3 In the event of an attributable shortcoming in the fulfilment of its agreed obligations, Manpower Business Professionals will, subject to the provisions of these Terms and Conditions, be liable to compensate the Client for any resulting direct injury or property damage, provided that the Client can prove that the damage is the direct result of an attributable shortcoming by Manpower Business Professionals.

14.4 If Manpower Business Professionals has not exercised due diligence in providing the Services and has otherwise failed to perform the agreed Services, Manpower Business Professionals will only be liable for direct damages after the Client has given Manpower Business Professionals written notice of default and given Manpower Business Professionals the opportunity to remedy the matter by reasonable diligence or performance of the agreed Services. In any event, the liability resulting from such a shortcoming by Manpower Business Professionals will be limited to the invoiced amount received by Manpower Business Professionals for its work in connection with the specific assignment, as included in the Agreement, but not exceeding the provisions of paragraph 3.

14.5 Manpower Business Professionals' liability under these Terms and Conditions is capped at direct damages of up to €1,000,000 per event, whereby a series of related events counts as one (1) event, up to a maximum of €2,500,000 per year. However, this cap will be waived if the damage directly results from Manpower Business Professionals' intent or gross negligence.

14.6 Any claims by the Client regarding the above must be made in writing within six months of the discovery of the damage, failing which the Client has forfeited its rights.

14.7 Under no circumstances will Manpower Business Professionals be liable under the Agreement, in tort or otherwise, for damages consisting of:

a) lost profits and missed orders and contracts;

b) the marketability, suitability, operation and use of any product (including software) resulting from hours worked;

c) any other indirect or consequential damages.

14.8 Manpower Business Professionals will ensure the timely and complete remittance of the payroll tax, national insurance contributions, employee insurance contributions, income independent contributions under the Health Insurance Act and sales tax for the Professional. Manpower Business Professionals indemnifies the Client for all claims by the Tax and Customs Administration or the authorities for the implementation of social insurance legislation that are due because of the Agreement with the Client, on the condition that the Client immediately informs Manpower Business Professionals in writing of the existence and content of the claim and leaves the handling of the matter, including the making of any settlements, entirely to Manpower Business Professionals. To this end, the Client must provide the necessary powers of attorney, information and cooperation to Manpower Business Professionals to defend against such claims, if necessary on behalf of the Client.

A15: Force majeure

15.1 In the event of force majeure, and if Manpower Business Professionals has already partially fulfilled or can only partially fulfil its obligations when it occurs, Manpower Business Professionals will be entitled to bill the hours already worked separately, and the Client will be obliged to pay this invoice as if it were a separate Agreement. Manpower Business Professionals' obligations will be suspended insofar as performance is not permanently impossible.

15.2 Force majeure experienced by Manpower Business Professionals within the meaning of this article means any circumstance independent of the will of Manpower Business Professionals, as a result of which fulfilment of its obligations to the Client is prevented in whole or in part, or as a result of which fulfilment of such obligations cannot reasonably be required of Manpower Business Professionals, regardless of whether such circumstance could have been foreseen at the time the Agreement was concluded. Such circumstance includes but is not limited to government-imposed obligations that affect the performance of the working hours, failures in systems that are part of the Internet, failures in the telecommunications infrastructure and failure of Manpower Business Professionals' electrical facilities.

A16: Car

If the Client makes a car available to the Professional, the Client must promptly submit to Manpower Business Professionals all data necessary for correct payroll processing, including a statement of the start and end date, car model and list value. The Client will be liable to Manpower Business Professionals for data not provided correctly in a timely manner. The Client must take out all legally required insurance and is liable for all potential damages

B. Independent professionals services

B1: Scope

The provisions in this section pertain to contracting an independent professional by Manpower Business Professionals for the performance of an Assignment for the Client. Through the deployment of an Professional, Manpower Business Professionals meets the Client's need for Professionals for special projects, staff shortages and/or specific expertise.

B2: Definitions

In this chapter, the following capitalised terms are defined as follows:
Professional:
The natural or legal person who performs work independently (as an independent professional) under the Assignment, under their own responsibility and at their own discretion with no employment relationship.
Assignment:
The Assignment, as formulated by the Client and accepted by the Professional through the Model Agreement, whereby work takes place with no direction or supervision by the Client.
Client:
The natural or legal person (and its representatives, proxies and legal successors) for whom Manpower Business Professionals brokers an Professional to carry out the Assignment.
Model Agreement:
The agreement concluded between Manpower Business Professionals and the Professional in respect of the Assignment in accordance with the brokerage model approved by the Tax and Customs Administration.
Rate:
The rate payable by the Client to Manpower Business Professionals, excluding VAT, for the deployment of the Professional for the Assignment. The rate is charged by the hour unless otherwise stated.

B3: Equally applicable

3.1 The following articles from the Secondment and secondment-to-permanent services section of these Terms and Conditions apply equally to the present section on facilitating independent professionals: articles A4, A6, A8, A9, A10, A12.3, A13, A14.2 to A14.7 and A15.

3.2 The following provisions will also apply (in case of conflict, these will prevail over the articles in the Secondment and secondment-to-permanent section of these Terms and Conditions referred to in this article):

B4: Independent performance

4.1 The Assignment is performed under the responsibility of the Professional as an independent contractor. The Assignment, as formulated by the Client and recorded in the Model Agreement is leading for the work to be performed. This means that no direction or supervision is provided by either the Client or Manpower Business Professionals. The Client is responsible for ensuring that the Professional is continuously able to perform the work under the Assignment as a self-employed person, at their own discretion and without direction or supervision, and provides the necessary authorisation and information for this purpose. The Client is authorised to give directions that relate to goals or results to be achieved. As the responsible party for the execution and quality of the work delivered, the Professional is also the point of contact for complaint handling.

4.2 It is expressly not intended to directly or indirectly establish an employment relationship between the Professional and any other party. No relationship of authority exists between any of the parties involved.

4.3 The Professional is free to determine their own workweek and working hours within the specifications of the Assignment and the requirements for proper performance thereof.

4.4 The Client is aware that, as an independent professional, the Professional is free to have themselves replaced after notifying the Client and Manpower Business Professionals. After replacement, the Professional retains full responsibility for the performance of the Assignment by their replacement. The Client may only reject a replacement on the basis of predetermined, objective criteria, including, in any case, being sufficiently qualified to complete the Assignment and, if applicable, passing the integrity screening.

4.5 Manpower Business Professionals is not obliged to provide a replacement in the event of a Professional's disability or any other form of absence. If the absence continues or is expected to last longer than can reasonably be required of the Client, and the Professional has not been or cannot be replaced, Manpower Business Professionals and the Client will discuss other solutions.

4.6 In the event of the Professional's absence, Manpower Business Professionals will not be deemed to be in attributable breach of its obligations to the Client and is not liable for any damages or costs incurred by the Client if the Assignment cannot be completed on time or at all.

B5: Rate

5.1 The rate payable by the Client to Manpower Business Professionals is based on the actual hours worked by the Professional unless a project price has been agreed upon. The rate is subject to VAT and any surcharges and expenses.

5.2 Manpower Business Professionals is entitled to increase the rates of current Agreements from 1 January each year, based on the change in the monthly price index figure according to the All Households series (2015 = 100) of the Consumer Price Index (CPI) published by Statistics Netherlands (CBS). The rate will not be adjusted if indexation would result in a lower rate. If the costs incurred by Manpower Business Professionals exceed the rate based on the above index, Manpower Business Professionals may, after proper justification to the Client, increase the rate by more than the above index.

B6: Other provisions

6.1 The Client may only change or extend the content or scope of the Assignment as agreed upon if Manpower Business Professionals and the Professional have agreed to such a change in writing.

6.2 The Assignment ends by operation of law if and as soon as Manpower Business Professionals can no longer deploy the Professional because the Model Agreement between Manpower Business Professionals and the Professional has ended for any reason. In this case, Manpower Business Professionals will not be deemed to be in attributable breach of its obligations to the Client and is not liable for any damages incurred by the Client as a result.

6.3 Before commencement of the Assignment, the Client must provide Manpower Business Professionals with an accurate description of the Assignment suitable for execution by a Professional, supplemented with all information relevant and necessary for the proper performance of the Assignment. Manpower Business Professionals may select a Professional on the basis of the information provided by the Client and propose them to the Client to perform the Assignment. Manpower Business Professionals has a best-efforts obligation to find and broker a Professional, but no result obligation. Manpower Business Professionals will not be deemed to be in breach of its obligations to the Client and is not liable for any damages if its efforts do not, for any reason, result in the deployment of a Professional for the Assignment or if such deployment does not occur within the timeframe desired by the Client.

6.4 Manpower Business Professionals is at all times entitled to refuse or return Assignments, such as in the event Manpower Business Professionals believes the Client's creditworthiness to be insufficient.