

Terms and conditions Manpower





Part 1: Explanatory Notes	4
Part 2: ABU General Terms and Conditions	8
Article 1: Scope	9
Article 2: Definitions	9
Article 3: Assignment and assignment contracts	10
Article 4: Replacement and availability	11
Article 5: Right of suspension	11
Article 6: Work procedure	11
Article 7: Working hours and duration of work	12
Article 8: Company closures and compulsory free days	12
Article 9: Position and remuneration	12
Article 10: Proper exercise of management and supervision	13
Article 11: Working conditions	14
Article 12: Client liability	14
Article 13: Client fee	14
Article 14: Invoices	15
Article 15: Commitment and liability	16
Article 16: Intellectual and industrial property	16
Article 17: Confidentiality	16
Article 18: Client's obligation to verify and retain copy of ID	17
Article 19: Prevention of unacceptable discrimination	17
Article 20: Participation in decision-making	17
Article 21: Disputes	17
Article 22: Concluding provision	17
Part 3: Manpower Terms and Conditions	18
Article 23: Personal data protection	19
Article 24: Entering into an employment relationship with a temporary worker	19
Article 25: Special minimum payment obligations	20
Article 26: Company car	21
Article 27: Payment and consequences of default in payment	21

PART 1

EXPLANATORY NOTES



General

These General Terms and Conditions are based on the General Terms and Conditions pertaining to the Assignment of Temporary Workers of the General Union of Temporary Employment Agencies ('ABU'), filed with the Registry of the District Court of Amsterdam on 21 October 2005 under number 167/2005 (part 2) and supplemented with a number of Manpower Terms and Conditions (part 3). These General Terms and Conditions form an integral whole.

These General Terms and Conditions are applicable to all offers, assignment contracts and other contracts of Manpower bv to the extent that they relate to the assignment of temporary workers to clients.

In these General Terms and Conditions the term "Temporary Employment Agency" is defined as: Manpower bv, an enterprise established in the Netherlands that assigns temporary workers to clients based on a contract.

The temporary employment relationship

A temporary employment relationship is of a special nature, one that is essentially different from other relationships governed by the law of obligations, such as the supply of goods or a contract for work. The fact is that 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.

A transfer contract between a temporary worker and a Temporary Employment Agency is defined in section 7:690 of the Dutch Civil Code. This definition amounts to the fact that a transfer 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 actually 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 transfer contract between the temporary worker and the Temporary Employment Agency and, on the other hand, the contract for professional services between the client and the Temporary Employment Agency.

As the temporary worker actually 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 just like and just as well as it treats its own personnel. In this regard the Temporary Employment Agency is dependent on the client.

ABU Collective Labour Agreement for Temporary Workers

There is an ABU Collective Labour Agreement for Temporary Workers that regulates the legal position and working conditions of temporary workers. The gist of this 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 transfer contract containing a 'transfer clause', a fixed-term transfer contract, or a transfer contract for an indefinite period of time.

In a situation in which a transfer clause is applicable, the transfer contract ends if the client terminates the engagement of the temporary worker (or if the temporary worker reports sick). If a temporary worker is engaged based on a transfer contract, either for a fixed or an indefinite period of time, then the termination of the temporary worker's engagement does not mean that the transfer contract between the temporary worker and the Temporary Employment Agency ends.

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

Term of the Assignment Contract

The Temporary Employment Agency shall make every effort to cooperate with the client in determining the term of the assignment contract. Two possibilities exist:

- an assignment contract for a fixed period of time ('fixed-term'); in the event of such an assignment contract, the agreed period of time cannot be changed unless an explicit agreement to the contrary is made. In that case a term of notice shall apply.
- an assignment contract for a flexible period of time ('for an indefinite period of time'); in the event of such an assignment contract, notice of termination can always be given with due observance of a term of notice unless this possibility is explicitly ruled out.

The Temporary Employment Agency reserves the right to replace the temporary worker or to terminate the assignment contract if there are valid reasons for doing so, for example if the transfer contract with the temporary worker ends or if the client fails to pay the invoices punctually.

Liability

The Temporary Employment Agency has to depend on the client to perform a number of obligations (including statutory ones) that arise from its role as formal employer. Examples are 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 cooperates and accepts responsibility if costs arise on account of its failing to comply with such obligations.

The management and supervision of a temporary worker's work as well as working conditions are the responsibility of the client. The Temporary Employment Agency has no influence on these matters. This means that the client is responsible for this work as well as for safety in the place of work. Regarding 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 them. The client is therefore advised to check its insurance policy in this regard.

Client Fee

The Temporary Employment Agency's fee payable by the client 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.

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

Remuneration and other working conditions applicable to temporary workers are laid down with due observance of the aforementioned ABU Collective Labour Agreement for Temporary Workers. Based on this collective agreement, a temporary worker, having worked for the same client for 26 weeks, is entitled to the same wage (applicable periodic wage, any applicable reduction in working hours, initial wage increases, increments, allowances and reimbursements of costs) as employees of the client who hold a similar or equivalent position. This is referred to as the "hired worker's remuneration scheme". Generally, the rate therefore changes once a temporary worker has worked with a client for 26 weeks. It can also be agreed that the hired worker's remuneration scheme is applicable with effect from the temporary worker's first working day. In such a case the client fee will also be based on this.

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 and any wage increases. The fee is also established and adjusted based on this information. 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 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

After receiving approved work slips from the client, the Temporary Employment Agency pays the temporary workers' wages. After that the invoice to the client is made out. (All this can often be done electronically, but this requires clear arrangements in advance between the client, the Temporary Employment Agency and the temporary worker). In order to keep down the costs of pre-financing, the Temporary Employment Agency imposes a deadline of 14 days for making payment. If payment is not made punctually, the client shall owe interest and, where relevant, 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 recruit temporary workers and gain their commitment in order to make and keep them deployable for assignment. This is only possible if temporary workers can then actually be assigned for some time for the applicable fees. Thus the Terms and Conditions provide that the client may not itself employ a temporary worker while an assignment contract is still effective, 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 allowed to do so.

PART 2

ABU GENERAL TERMS AND CONDITIONS

Article 1: Scope

1. These General Terms and Conditions apply to all offers, assignment contracts and other agreements of the temporary employment agencies insofar as they 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.

Article 2: Definitions

These General Terms and Conditions employ the following definitions:

1. **Temporary Employment Agency:** a Temporary Employment Agency established in the Netherlands that assigns temporary workers to clients based on an agreement.
2. **Temporary worker:** any natural person who, within the meaning of section 7:690 of the Dutch Civil Code, enters into a transfer contract with the Temporary Employment Agency with the aim of carrying out work for a third party under the management and supervision of that party.
3. **Client:** any natural person or corporate body who has a temporary worker carry out work under his, her or its management and supervision in connection with an assignment contract as meant by paragraph 4 of this article.
4. **Assignment instruction:** the contract between a client and the Temporary Employment Agency based on which a single temporary worker, as meant by paragraph 2 of this article, is assigned to a client in order to carry out work under its management and supervision against payment of the client's fee.
5. **Assignment:** the engagement of a temporary worker under an assignment contract.
6. **Transfer 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 (2) of the Dutch Civil Code).
7. **Collective Labour Agreement ('CAO'):** the Collective Labour Agreement for Temporary Workers concluded by the General Union of Temporary Employment Agencies ('ABU') on the one hand and the Dutch Trade Union Federation ('FNV Bondgenoten'), Christian Trade Union Federation ('CNV Dienstenbond') and the Trade Union for the Manufacturing Industry and Services Sectors ('De Unie') 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. **Hired workers' remuneration scheme:** the applicable remuneration of an employee employed by a client who holds a position that is similar or equivalent to the duties discharged by the temporary worker. Under the Collective Labour Agreement 2004-2009, the hired worker's remuneration scheme comprises the following components:
 1. The applicable periodic wage in the scale in question
 2. The applicable reduction in working hours (compensated in either time or money, at the discretion of the Temporary Employment Agency)
 3. Allowances for overtime, deferred working hours, irregularity (including public holiday allowance) and shiftwork allowances
 4. Initial wage increases, the extent and applicable dates of which are laid down by the client
 5. Reimbursements of expenses (to the extent that the Temporary Employment Agency can pay these without wage deductions or tax and national insurance contributions)
 6. Wage increments, the extent and applicable dates of which are laid down by the client.

10. **Skilled worker's provision:** Specific provision(s) in the Collective Labour Agreement applicable to the client that relate to the remuneration (as meant in paragraph 9) of skilled workers that are approved by the parties and are registered in writing in the General Terms and Conditions pertaining to the Assignment of Temporary Workers of the General Union of Temporary Employment Agencies, and that consequently must be applied with effect from the first day that the temporary worker in question spends with the client in question.

Article 3: Assignment and the assignment contract

Assignment contract

1. An assignment contract is entered into for a fixed or indefinite period of time.
2. A fixed-term assignment contract is a contract that is entered into:
 - for a fixed period of time;
 - or for a specifiable period of time;
 - or for a specifiable period of time that does not exceed a fixed period of time.

A fixed-term assignment contract ends by operation of law with the expiry of the agreed period of time or because a previously established, objectively determinable event occurs.

End of the assignment contract

3. Notice to terminate an assignment contract for an indefinite period of time must be given in writing with due observance of a term of notice of 15 calendar days.
4. Notice may not be given prematurely to terminate an assignment contract for a fixed period of time, unless agreed otherwise in writing. If premature termination of such contract is agreed, notice may be given with due observance of a term of notice of 15 calendar days. Notice must be given in writing.
5. Every assignment contract ends immediately by being terminated at the moment that either party calls for it to be set aside because:
 - the other party is in default;
 - the other party has been wound up;
 - the other party has been declared insolvent or has applied for a moratorium.

If the Temporary Employment Agency calls for an assignment contract to be set aside for any one of the above reasons, the client's conduct, for which reason the contract is set aside, amounts to a request by the client to terminate the assignment. 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 that are a result of an assignment contract being terminated shall be immediately due and payable.

End of the assignment

6. The end of the assignment contract means the end of the assignment of the temporary worker in question. The client's termination of an assignment contract amounts to a request by the client to the Temporary Employment Agency to terminate current assignment(s) as of the date upon which the assignment contract ends legally, or the date upon which the assignment contract is legally terminated.
7. If a transfer contract is applicable between a temporary worker and the Temporary Employment Agency, the assignment of the temporary worker ends at the request of the client at the moment that the temporary worker reports that he or she cannot carry out the work because he or she is incapacitated for work. Where necessary, the client shall, if requested, confirm this request in writing to the Temporary Employment Agency.
8. An assignment ends by operation of law if and as soon as the Temporary Employment Agency is no longer able to assign a temporary worker because the 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. In that case the Temporary Employment Agency is not in breach of contract with the client, nor is it liable for any damage or losses suffered by the client as a result.

Article 4: Replacement and availability

1. The Temporary Employment Agency is entitled during the term of an assignment contract to offer to replace a temporary worker. The client may reject such offer on reasonable grounds.
2. The Temporary Employment Agency is entitled at all times to propose to a client that an assigned temporary worker be replaced by another temporary worker, thereby continuing the assignment contract, doing so with a view to the company or staff policy of the Temporary Employment Agency, preservation of employment or compliance with effective legislation, in particular guidelines on dismissal for the temporary employment sector. A client may only reject such a proposal on reasonable grounds. If requested, the client shall give reasons for any such rejection in writing.
3. 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 cannot any 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 contract was entered into.

Article 5: Right of suspension

1. A client is not entitled to suspend the engagement of a temporary worker, either wholly 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 paragraph 1 of this article, a temporary worker may be suspended if:
 - such is 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.The client is not required to pay the client's rate for the duration of the suspension.
3. If a client is not entitled to temporarily suspend the engagement of a temporary worker, but the client temporarily has no work for the temporary worker or is unable to deploy the temporary worker, the client is obliged to pay the Temporary Employment Agency the client fee in full for the term of the assignment contract for the most recently applicable or customary number of hours per period (i.e. week, month, etc) laid down by the assignment contract.

Article 6: Work procedure

1. Before an assignment contract commences, the client shall provide the Temporary Employment Agency with 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. Based on the information provided by the client and the capacities, expertise and skills known to it of the temporary workers being considered for the assignment, the Temporary Employment Agency shall decide which temporary workers to introduce to the client in order to perform the assignment contract. The client is entitled to reject the introduced temporary worker, as a result of which the introduced temporary worker will not be assigned.
3. The Temporary Employment Agency is not in breach of contract with a client, nor is it obliged to pay any damages if prior to a possible assignment contract, 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. The Temporary Employment Agency is not liable for damage or costs as a result of the deployment of temporary workers that turn out not to meet the requirements laid down by the client, unless within a reasonable term following assignment of the temporary worker the client submits a written

complaint on the matter to the Temporary Employment Agency, proving intent or deliberate negligence on the part of the Temporary Employment Agency when making the selection.

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 contract, or agreed in another manner. The temporary worker's working hours, scope of work 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 ensures that the temporary worker shall not exceed the legally permitted working times or the agreed scope of work.
2. Temporary workers' holidays and leave shall be regulated in conformance with the law and the collective labour agreement.

Article 8: Company closures and compulsory free days

1. Upon the commencement of an assignment contract, the client is required to inform the Temporary Employment Agency of any company closures and collectively compulsory free days during the term of the assignment contract, thus enabling the Temporary Employment Agency to have such circumstances, if possible, included in the employment contract with the temporary worker. If an intention to specify a company closure and/or collectively compulsory free 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. If the client fails to inform the Temporary Employment Agency of this in due time, the client is obliged for the term of the company closure to pay the Temporary Employment Agency the client fee in full for the most recently applicable or customary number of hours or hours of overtime per period laid down by the assignment contract.

Article 9: Position and remuneration

1. Prior to the commencement of an assignment contract, the client shall make available the description of the duties to be discharged by the temporary worker and the corresponding wage scale in the client's remuneration scheme.
2. Based on the job description issued by the client, the remuneration of the temporary worker, including any allowances and reimbursements of costs, shall be laid down in conformance with the Collective Labour Agreement (including any provisions regarding the hired worker's remuneration scheme, see paragraphs 4 and 6 below) and the applicable legislation.
3. If at any moment it turns out that the job description and the corresponding wage scale do not correspond with the tasks actually discharged 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 determined afresh based on the new job description. The job and/or wage scale may be adjusted during the term of the assignment contract if the temporary worker would reasonably qualify for such adjustment by invoking the applicable legislation, the Collective Labour Agreement and/or the hired worker's remuneration scheme. If such adjustment results in increased remuneration, the Temporary Employment Agency shall correct the remuneration of the temporary worker and the client fee correspondingly. The client shall owe the Temporary Employment Agency this corrected fee from the moment that the temporary worker actually starts discharging the duties in question.
4. Pursuant to the Collective Labour Agreement the Temporary Employment Agency is obliged to apply the hired worker's remuneration scheme once a temporary worker has worked for a client for 26 weeks.
5. The client shall provide the Temporary Employment Agency with information in due time, but no later than during the temporary worker's 22nd working week with client, about all components of the

hired worker's remuneration scheme referred to in article 2 paragraph 9. (Information about the extent and effective date of initial wage increases only needs to be provided if known at that moment).

6. If the Temporary Employment Agency agrees with the client that it shall apply the hired worker's remuneration scheme with effect from the temporary worker's first working day and/or a skilled worker's provision applies, the Temporary Employment Agency shall apply the hired worker's remuneration scheme with effect from the temporary worker's first working day and the client shall provide the Temporary Employment Agency with the information referred to in paragraph 5 of this article before the temporary worker commences work.
7. The client shall inform the Temporary Employment Agency of any changes to the hired worker's remuneration scheme and established initial wage increases, doing so in due time and in any case immediately upon their becoming known.
8. Overtime, shift work, work carried out at unusual times or on unusual days (including public holidays) and/ or during deferred hours, shall be remunerated in conformance with the relevant and applicable provisions in the Collective Labour Agreement or, if applicable, the hired worker's remuneration scheme, and charged to the client.

Article 10: 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 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 'hiring out' is included to mean assignment by the client to a natural person or corporate entity to which the client is affiliated within a group.
3. A 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 under the strict management and supervision of the client and for a fixed period of time if agreed in writing with the Temporary Employment Agency and if consented to in writing by the temporary worker in question.
5. A client shall compensate a temporary worker for any damage suffered by him or her if because an item of property belonging to the temporary worker that is used in connection with the work he or she is instructed to carry out is damaged or destroyed.
6. The Temporary Employment Agency is not liable to a client for any damage or losses suffered by the client, third parties or a temporary worker that is caused by any act or omission on the part of the temporary worker in question.
7. The Temporary Employment Agency is not liable to a 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. Clients 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 a temporary worker - directly or indirectly - with regard to the damage, losses and obligations referred to in paragraphs 5, 6 and 7 of this article.
9. Where possible, clients 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 11: Working conditions

The client declares it is aware of the fact that under the Working Conditions Act it is regarded as the employer.

1. The client is responsible to 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 corresponding legislation regarding safety in the work place and good working conditions in general.
2. The client is obliged to provide written information in due 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 Assessment and Evaluation 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 in such a way that it can be ascertained with a reasonable degree of certainty whether and to what extent it 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 – and indemnify the Temporary Employment Agency against – all damage and losses (including costs, such as the actual costs of legal assistance) suffered by the temporary worker in connection with discharge of his or her duties, if and to the extent that the client and/or the Temporary Employment Agency is/are liable pursuant to section 7:658 and/or section 7:611 of the Dutch Civil Code. If the accident at work results in death, the client is obliged to pay damages (including costs, such as the actual costs of legal assistance) in conformance with section 6:108 of the Dutch Civil Code to the persons referred to in that section.
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 12: Client liability

1. Any client failing to comply with the obligations incumbent upon it pursuant to these General Terms and Conditions, in particular the obligations described and defined in sections 3 (paragraphs 5, 6 and 7), 4 (paragraph 3), 8, 9 (paragraphs 1, 3, 5 and 7), 10 (paragraphs 1 to 5, 8 and 9), 11 (paragraphs 2 to 6), 14 (paragraph 2), 17 (paragraph 1), 19 and 20 (paragraph 1), shall be obliged to pay the Temporary Employment Agency any resulting damages (including costs, such as the costs of legal assistance), without prior notice of default being required, and shall be required if necessary to indemnify the Temporary Employment Agency in this regard. This does not prejudice the fact that the Temporary Employment Agency can institute any other action, such as calling for the assignment contract to be set aside. The provisions of this section are applicable in general, regarding – where necessary additionally – matters for which the obligation to pay damages is provided for separately in these General Terms and Conditions and matters for which such no such provision exists.

Article 13: Client fee

1. The client fee that the client owes the Temporary Employment Agency is calculated based on the number of hours to which the Temporary Employment Agency is entitled pursuant to the assignment contract and/or General Terms and Conditions, and in any case shall always be calculated based on the number of hours actually worked by the temporary worker. The client fee is multiplied by the allowances and increased by reimbursements of costs owed by the Temporary Employment Agency to the temporary worker. The client fee, the allowances and costs reimbursements are subject to Dutch VAT.

2. If at any moment in accordance with article 9 paragraph 4 of these General Terms and Conditions the hired worker's remuneration scheme is applied, the Temporary Employment Agency will once again determine the remuneration of the temporary worker as well as the client fee based on information provided by the client regarding the job classification and hired worker's remuneration scheme in question. The remuneration and client fee shall include all applicable components of the client's applicable hired worker's remuneration scheme.
3. Aside from the situation referred to in paragraph 2, the Temporary Employment Agency is in any case also entitled to adjust the client fee during the term of the assignment contract if the costs of the temporary work increase:
 - as a result of an amendment to the Collective Labour Agreement or the wages and salaries regulated under it, or an amendment to the Collective Labour Agreement applicable to the client and/or any employee benefits scheme or the wages regulated under them;
 - as a result of amendments to or as a consequence of legislation, including amendments to or as a consequence of social and tax legislation, the Collective Labour Agreement for Temporary Workers or any binding regulation;
 - as a result of an (incremental) wage increase and/or a (one-off) obligatory payment, arising from the Collective Labour Agreement, the Collective Labour Agreement applicable to the client, and/or any employee benefits scheme and/or legislation.
4. If contrary to paragraphs 2 and 3 of this article the client does not agree to pay the adjusted client fee, this amounts to a request by the client to terminate the assignment.
5. The Temporary Employment Agency shall notify the client of any adjustment to the client fee and confirm this in writing to the client, doing so as soon as possible. If for any reason attributable to the client the remuneration and/or the client fee is/are fixed at amount(s) that is/are too low, the Temporary Employment Agency is entitled to readjust the remuneration and the client fee to the correct amounts, doing so in arrears and with retroactive effect. The Temporary Employment Agency may also charge the client for any resulting shortfall in payments made and any associated costs incurred by the Temporary Employment Agency.

Article 14: Invoices

1. Invoices shall be made out based on the method of registering working hours agreed with the client and also on the provisions of the assignment contract, any agreement made, or these General Terms and Conditions. Unless agreed otherwise in writing, numbers of hours worked shall be registered using time sheets approved in writing by the client.
2. A client and the Temporary Employment Agency may agree that the numbers of hours worked be recorded using a time registration system, an electronic and/or computerized system, or by means of time sheets 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 or have ensured 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, remaining hours for which the client fee is payable under the assignment contract and the General Terms and Conditions, any allowances, and any expenses actually occurred.
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 to the extent 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.

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 15: Commitment and liability

1. The Temporary Employment Agency is obliged to make an effort to have the assignment contract performed properly. If and to the extent that the Temporary Employment Agency fails to comply with this obligation, then with due observance of the provisions laid down in paragraphs 2 and 3 of this article and the General Terms and Conditions the Temporary Employment Agency is obliged 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 news 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 liability on the part of the Temporary Employment Agency pursuant to the assignment contract is limited to the amount of the client fee charged to the client by the Temporary Employment Agency for performance of the assignment contract, for the agreed number of working hours and the agreed term of the assignment contract up to a maximum of three months. The maximum amount payable by the Temporary Employment Agency shall in any case not exceed the amount payable by its insurance.
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 16: Intellectual and industrial property

1. At the request of the client, the Temporary Employment Agency shall have the temporary worker sign a written statement in order – 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 paragraph 1. 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 connection.
3. The Temporary Employment Agency is not liable to 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 17: Confidentiality

1. Neither the Temporary Employment Agency nor a 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. 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 18: Client's obligation to verify and retain copy of ID

1. Any client to which the Temporary Employment Agency assigns an alien within the meaning of the Foreign Nationals (Employment) Act, explicitly declares that it is aware of the provisions of section 15 of this statute, which provides inter alia that upon commencement of work by an alien the client is required to receive a copy of the document referred to in section 1 of the Compulsory Identification Act. The client is responsible for carefully checking the aforementioned document, must ascertain the identity of the alien based on it, and must include a copy of it in its records. The Temporary Employment Agency is not responsible or liable for any penalty imposed on a client pursuant to the Foreign Nationals (Employment) Act.

Article 19: Prevention of unacceptable discrimination

1. In order to prevent any unacceptable distinction being made, in particular based on religion, personal or political convictions, sex, race, nationality, hetero- or homosexual orientation, civil status, handicap, chronic illness, age or any reason whatever, the client may not impose any requirements not relevant to the job in question when distributing information about the work to be performed, nor may the Temporary Employment Agency take any such requirements into consideration.

Article 20: Participation in decision-making

1. Clients are obliged to give 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 rights of participation in decision-making as provided for by law.
2. If a temporary worker exercises his or her rights of participation in decision-making in the enterprise of the client, the client shall also owe the client fee for the hours that the temporary worker performs activities or takes a course of study during working hours that is connected with his or her exercise of the right to participate in decision-making.

Article 21: Disputes

Any and all disputes arising from or connected with any legal relationship between the parties to which these General Terms and Conditions apply shall be settled in the first instance by the court of competent jurisdiction in the court district in which the headquarters of the Temporary Employment Agency is established.

Article 22: Concluding provision

If any one or more provisions of these General Terms and Conditions are null and void or declared void, all remaining provisions of the assignment contract and of the General Terms and Conditions shall remain in force. Any provisions that are not legally valid or cannot be applied at law, shall be replaced by provisions that are as close as possible to the intent of the original provisions.

DEEL 3

Manpower Algemene Voorwaarden



Article 23: Personal data protection

1. Manpower processes personal data with a justified and specific purpose. The personal data are carefully handled and secured. Manpower does this in accordance with (privacy) laws 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 the website of Manpower.

Article 24: Entering into an employment relationship with a temporary worker

- a. Regarding the provisions of this article, entering into an employment relationship with a temporary worker is understood to mean:
 - entering into an employment relationship, a building contract and/or a subcontract between the client and the temporary worker;
 - having the temporary worker in question being 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 meant by section 2:24b of the Dutch Civil Code) or whereby one party is a subsidiary of the other (as meant by section 2:24a of the Dutch Civil Code).
- b. Regarding the provisions of this article, a temporary worker is also understood to be:
 - a prospective temporary worker registered with Manpower;
 - a temporary worker (or prospective temporary worker) who is introduced to the client;
- c. a temporary worker whose assignment has ended less than three months before entering into an employment relationship with the client. A client is 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.
- d. 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.
- e. A client 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.
- f. If in accordance with the provisions laid down above in paragraphs c. to e. 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:
 1. if the employment relationship with the temporary worker commences before the assignment has lasted ten weeks: payment in the amount of 20% of the most recently applicable client fee for the temporary worker in question for a period of six months;
 2. if the employment relationship with the temporary worker commences after the assignment has lasted ten worked weeks but before the assignment has lasted nineteen worked weeks: payment in the amount of 15% of the most recently applicable client fee for the temporary worker in question for a period of six months;
 3. if the employment relationship with the temporary worker commences after the assignment has lasted nineteen worked weeks but before the assignment has lasted twenty-seven worked weeks: payment in the amount of 10% of the most recently applicable client fee for the temporary worker in question for a period of six months.

In this article, 'worked weeks' is understood to mean weeks in which the temporary worker works for the client in connection with the assignment contract.

The client shall also owe the payment referred to in this paragraph if within three months of the assignment having ended with the client 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.

- g. If through the intermediary services of Manpower a temporary worker is introduced to a possible client and this possible client enters into an employment relationship with that temporary worker for the same or another position before the assignment is settled, this possible client shall owe payment in the amount of 20% of the client fee that would have applied for a period of six months in respect of the temporary worker in question if the assignment had been settled. 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 paragraph.
- h. 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 is pegged at 30% of the client fee for the term of notice that is disregarded for the assignment contract in question. Furthermore, where applicable, the client shall make payment under the provisions laid down in paragraph f. of this article.
- i. 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 contract in respect of the temporary worker in question. Furthermore, where applicable, the client shall make payment under the provisions laid down in paragraph f. of this article.
- f. of this article.
- j. The client fee, as referred to in several instances in this article, is calculated for the most recently applicable or customary number of hours or hours' overtime per period (i.e. week, month, etc) laid down by the assignment contract and the General Terms and Conditions, as if the assignment contract had been formed or had not ended, with a minimum of 20 hours per week.

The provisions of article 27 (Payment and consequences of default in payment) of these General Terms and Conditions are also applicable to amounts charged by virtue of this article.

Article 25: Special minimum payment obligations

If:

1. a temporary worker reports at the agreed time and place for carrying out temporary work, but the client does not enable him or her to commence the temporary work, or:
2. under the assignment contract the scope of the temporary work amounts to less than fifteen hours per week and the times at which the temporary work must be carried out are not laid down, or if the scope of the temporary work is not laid down or not laid down clearly, the client shall be obliged to pay Manpower the client fee calculated for at least three worked hours per call, without prejudice to the client's other obligations to Manpower.

Article 26: Company car

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

Article 27: Payment and consequences of default in payment

- a. Clients are at all times obliged to settle invoices sent by Manpower 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 is in default by operation of law and shall owe interest at the rate of 1% per month, part of a month counting as a full month. Clients may not suspend or set off any payment.
- b. Debts are only discharged if payments are made to Manpower or to a third party designated in writing by Manpower. Payments made to temporary workers, or advances issued to temporary workers, are nonbinding and may at no time be used to discharge or set off a debt.
- c. Any carbon copy or other copy of an invoice sent by Manpower that is in Manpower's possession shall constitute full proof of interest being owed as well as of the date as of which interest is calculated.
- d. Complaints regarding any invoice must be submitted to Manpower within ten calendar days of the invoice date. Thereafter the client's right to complain lapses. The onus to prove that a complaint has been submitted punctually is upon the client. If a complaint is submitted the client is not, however, permitted to suspend its obligation to make payment or to set off payment.
- e. All collection costs shall be borne entirely by the client. The fee for out-of-court costs is pegged at 15% of the principal amount owed including interest, at a minimum EUR 226.89 per claim. Such payment shall be charged without any further proof and shall be payable by the client as soon as Manpower or any third party entitled to receive such payment engages legal assistance or Manpower refers the debt for collection.





Manpower Nederland
Diemerhof 16 - 18
1112 XN Diemen

Postbus 12150
1100 AD Amsterdam

Tel. +31 (0)20 660 22 22

www.manpower.nl

 Manpower®