

Notes to General Terms and Conditions

These general terms and conditions apply to the provision of temporary workers and are based on the terms and conditions for the provision of temporary workers of the Dutch Federation of Private Employment Agencies (ABU).

Since a temporary employment contract is a special form of employment contract, different rules and aspects are relevant. For a proper understanding of these terms and conditions, the key aspects are explained below.

Employment relationship for temporary workers

Unlike a normal employment contract, three parties are involved in a temporary employment contract. There is a triangular relationship between the temporary worker, Robert Walters and you as the client. Robert Walters has the temporary employment contract with the temporary worker who is therefore formally employed by Robert Walters. Robert Walters also has a contract with you as the client, covering the provision of the temporary worker. This is the contract for services. No contract exists between the temporary worker and you as the client.

Management and supervision

The temporary worker actually works in your organisation. Robert Walters has virtually no influence over the temporary worker when they are carrying out their work and for that reason you are classed as the employer for practical purposes. This means that you are responsible for management and supervision. It is also your responsibility to inform the temporary worker properly about the workplace and to instruct and guide them in their work.

Liability

Since the responsibility for the temporary worker lies under your management and supervision while they are carrying out their work, this also means that if any loss or damage is caused, you are liable for this just as would be the case for your permanent employees. It is therefore advisable to check your insurance policy about this.

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General Terms and Conditions Temporary Agency Work Services

Article 1 – Definitions

The following definitions apply in these general terms and conditions:

1. **Temporary Agency Worker:** any natural person who has entered into an agency work employment contract as referred to in Section 7:690 of the Dutch Civil Code with Robert Walters in order to perform work for a third party under the management and supervision of that third party.
2. **Assignment:** the agreement between a User Company and Robert Walters on the basis of which a single Temporary Agency Worker is made available to the User Company by Robert Walters, as referred to in paragraph 4 of this article, in order to perform work in exchange for payment of the User Company's rate.
3. **User Company:** any natural person or legal entity who is party to the assignment in addition to Robert Walters.
4. **Placement:** the employment of a Temporary Agency Worker in the context of an assignment.
5. **Phase A:** Temporary agency workers work in phase A for as long as they have not worked more than 52 weeks for Robert Walters.
6. **Phase B:** Temporary agency workers work in phase B once the agency work employment contract is continued after phase A within 26 weeks. In phase B the Temporary Agency Worker may have 6 secondment contracts maximum within four years maximum.
7. **Phase C:** Temporary agency workers work in phase C once the employment contract is continued after completion of phase B within 26 weeks. In phase C temporary agency workers work on the basis of a temporary employment contract for an indefinite period.
8. **Specific flexible agency work contract:** the written provision in the employment contract between Robert Walters B.V. and the Temporary Agency Worker and/or in the CLA stipulating that the employment contract ends by operation of law if the Temporary Agency Worker's placement at the User Company by Robert Walters ends at the User Company's request (Section 7:691 (2) of the Dutch Civil Code).
9. **CLA:** The most recent Collective Labour Agreement for Temporary Agency Workers concluded between the Algemene Bond Uitzendondernemingen (ABU) on the one hand and the relevant employee organisations on the other.
10. **User Company rate:** the rate per hour owed to Robert Walters by The User Company, excluding bonuses, allowances, payments in accordance with the Hirer's Remuneration and exclusive of VAT.
11. **Hirer's remuneration:** the hirer's remuneration as defined in the current CLA.

From July 2023, the Hirer's Remuneration consists of the following ten elements, which are each at least the same as that earned by employees in the same or similar jobs at the user company, where the Temporary Agency Worker performs work under the supervision

and management of that user company:

1. the gross hourly wage (the applicable period wage in the scale belonging to the job group in which the Temporary Agency Worker is classified, as set out in article 9.1 of these General Terms and Conditions);
2. the applicable working hours' reduction (this can be

compensated in time and/or money, as the private employment agency sees fit);

3. all supplements;
4. initial wage increase (same amount and from same time as in the user company's organisation);
5. all expense allowances;
6. (periodic) increments (amount and time as determined as per the User Company's policy, and as set out in article 9.6 of these General Terms and Conditions);
7. reimbursement of travel hours and/or travel time related to the work (unless the travel hours/time are already regarded as hours worked);
8. one-off payments, regardless of the purpose or reason for the payment. One-off payments do not mean periodically recurring payments;
9. allowances for working from home;
10. fixed end-of-year payments (amount, time and conditions as per the user company's policy).
12. **General Terms and Conditions:** these general terms and conditions for Temporary Agency Work Services of Robert Walters.
13. **Robert Walters:** private employment agency Walters People B.V. registered with the Dutch Chamber of Commerce number 33300326, trading under the name "Robert Walters", that makes temporary agency workers available to user companies on assignment basis.
14. **Candidate (/ Candidates):** any natural person who has been proposed by Robert Walters to the User Company, or at least with whom the User Company has come into contact via Robert Walters to eventually making that person available to the User Company or a third party to be designated by him with due observance of these conditions.

Article 2 – Scope

1. These General Terms and Conditions apply to all assignments and other agreements between Robert Walters and The User Company, and to all legal acts aimed at the establishment of such, including offers, proposals, quotations and price lists.
2. Any purchasing or other terms and conditions of The User Company do not apply and are explicitly rejected by Robert Walters.
3. Agreements made in deviation from these general terms and conditions apply only if agreed upon in writing and apply exclusively for that assignment.
4. Robert Walters is authorised to amend these Terms and Conditions unilaterally. These amendments will take effect at the time indicated by Robert Walters. If no time is indicated, the amendment takes effect as soon as it is announced by Robert Walters.

Article 3 – The assignment and the placement Assignment

1. The assignment is entered into for a definite period or indefinitely.
2. The assignment for a definite period is an assignment that has been entered into:
 - either for a fixed period;
 - or for a determinable period;

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- or for a determinable period that does not exceed a fixed period.

The assignment for a definite period ends by operation of law by expiration of the agreed time period or as the result of the occurrence of a predetermined objectively determinable event.

End of assignment

3. The assignment for an indefinite period ends by written termination with due observance of a term of notice of at least 14 days.

4. Premature termination of an assignment for a definite period is not possible, unless agreed otherwise in writing. If the possibility of premature termination has been agreed, notice of termination must be given in writing with due observance of a reasonable notice period.

5. Every assignment ends immediately on account of termination at the moment that either of the parties cancels 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 a moratorium on payments.

If Robert Walters terminates the assignment on one of these grounds, The User Company's actions on which the termination is based implies The User Company's request that the placement be terminated. This does not result in any liability on the part of Robert Walters for the damage or loss suffered by The User Company as a consequence. Robert Walters's claims will become immediately payable as a result of the termination.

End of placement

6. The end of the assignment means the end of the placement. The User Company's termination of the assignment implies The User Company's request to Robert Walters to terminate the current placement(s) as of the date on which the assignment is validly terminated, or the date as of which the assignment is validly dissolved.

7. During a temporary agency worker's incapacity for work, the User Company cannot terminate the assignment.

8. The placement ends by operation of law if and as soon as Robert Walters can no longer provide the Temporary Agency Worker because the employment contract between Robert Walters and Temporary Agency Worker has ended and this employment contract is not continued directly in order to continue work for the same User Company.

9. The User Company informs the private employment agency on time of the termination or continuation of the assignment with due observance of article 6 paragraph 1, in order to enable the private employment agency to comply correctly and fully with its obligations concerning a statutory notice period.

Amendment

10. Robert Walters has the right to alter amendments unilaterally due to amended laws and regulations and the CLA, the contract and/or assignment.

Article 4 – Replacement and availability

1. Robert Walters is entitled at all times to propose to The User Company that a Temporary Agency Worker placed be

replaced with another Temporary Agency Worker with continuation of the assignment, among other reasons on grounds of the company policy or personnel policy of Robert Walters, retention of employment or compliance with applicable legislation and regulations, in particular the CLA and the dismissal guidelines for the temporary agency work sector. The User Company will reject such a proposal on reasonable grounds only. The User Company will provide written justification for any such rejection if requested to do so.

2. Robert Walters does not fail culpably in respect of The User Company and is not required to compensate any loss or damage or costs to The User Company if Robert Walters for whatever reason cannot provide or can no longer provide The User Company with a (replacement) Temporary Agency Worker in the manner and for the hours agreed in the assignment or afterwards.

Article 5 – Right of suspension

1. The User Company does not have the right to temporarily suspend the employment of the Temporary Agency Worker in full or in part unless there is a situation of *force majeure* in the sense of Section 6:75 of the Dutch Civil Code.

2. In deviation from paragraph 1 of this article, suspension is possible if:

- this has been agreed in writing and the term for such suspension has been set down and;
- the User Company demonstrates that there is temporarily no work to be performed or that the Temporary Agency Worker cannot be put to work and;
- Robert Walters can successfully invoke against the Temporary Agency Worker exclusion of the obligation to continue paying wages on grounds of the CLA.

The User Company does not owe The User Company rate for the duration of the suspension.

3. If the User Company does not have the right to temporarily suspend the employment but does not have work for the Temporary Agency Worker temporarily, or cannot employ the Temporary Agency Worker, the User Company must pay Robert Walters the User Company rate in full for the duration of the assignment for the applicable or usual number of hours and overtime most recently in effect per period (week, month, etcetera) pursuant to the assignment.

Article 6 – Work procedure

1. Before the start of the assignment, The User Company will provide Robert Walters with an accurate description of the position, job requirements, work times, number of working hours, activities, workplace, working conditions and envisioned term of the assignment.

2. Based on the information provided by The User Company and its awareness of the capacities, knowledge and skills of the Candidate(s) eligible for placement, Robert Walters will decide which Candidate(s) it will propose to The User Company for performance of the assignment. The User Company has the right to reject the proposed Candidate(s), which means the placement of the proposed Candidate(s) will not go ahead.

3. Robert Walters does not fail culpably in respect of The User Company if the contacts between The User Company and Robert Walters prior to a potential assignment, including a concrete

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request from The User Company for placement of a Temporary Agency Worker, for whatever reason do not result in the actual placement of a Temporary Agency Worker or do not result in this within the period desired by The User Company.

4. In the event the private employment agency requires information from the User Company within the context of compliance with its obligations under the law or the CLA, the User Company will provide this information to the private employment agency free of charge upon first request.

Article 7 – Number of working hours and work times

1. The number of working hours and the actual work times of the Temporary Agency Worker at The User Company are set down in the assignment or agreed on otherwise. The number of working hours and work, the pause and rest times of the Temporary Agency Worker will be the same as the usual hours and times at The User Company, unless agreed otherwise. The User Company guarantees that the number of working hours and the work and rest times of the Temporary Agency Worker comply with the legal requirements. The User Company will ensure that the Temporary Agency Worker does not exceed the work times permitted by law and the agreed number of working hours.

2. The Temporary Agency Worker's vacation time and leave will be arranged in accordance with the law and the CLA.

Article 8 – Business closures, mandatory days off and training

1. When the assignment is entered into, The User Company must inform Robert Walters about any business closures and mandatory collective days off during the course of the assignment, so that, if possible, Robert Walters can have this included in the employment contract with the Temporary Agency Worker. If a plan to schedule a business closure and/or mandatory collective days off becomes known after the assignment has been entered into, The User Company must inform Robert Walters about this as soon as it is known.

2. Before the commencement of the work, the User Company shall inform Robert Walters whether there is an obligation to provide training pursuant to the law or the applicable collective labour agreement. If the obligation exists, Robert Walters will offer the Temporary Agency Worker the mandatory training. All associated costs will be borne by the User Company.

Article 9 – Position and remuneration

1. Before the start of the assignment (or at the first request of Robert Walters), the User Company will provide the description of the position to be performed by the Temporary Agency Worker, the corresponding scale and information on all elements of the hirer's remuneration to Robert Walters.

If it is the User Company's policy to partly determine the starting salary / the classification on the basis of work experience, this also applies to the Temporary Agency Worker.

In case the User Company does not take account of this, the Temporary Agency Worker cannot be classified in the lowest step of the classification scale that applies to him and the Parties will consult each other.

If the Temporary Agency Worker returns to the same User Company, or a user company in the same CLA area in virtually

the same position, or in case of successive employership, the classification will be based at least on the previous classification.

Upon returning within nine months, a step increase will also be awarded if such an increase would have been awarded during this period of interruption and the Temporary Agency Worker did not receive it as a result of this interruption.

2. For the purpose of correct remuneration of the Temporary Agency Worker, the User Company must provide the information listed below to Robert Walters before conclusion of the assignment, whether or not in consultation with Robert Walters:

- The CLA that the User Company must observe in its employment contracts, as well as (in the absence of or in addition to a CLA) the employment terms in effect at the User Company that are relevant to the employment relationship between Robert Walters and the Temporary Agency Worker;

- All elements of the hirer's remuneration referred to in Article 1.11 (regarding the size and timing of initial salary increases, only insofar as known at that point in time);

- The remuneration of the Temporary Agency Worker, including any surcharges and expense allowances, will be determined in accordance with the CLA (including the provisions regarding the hirer's remuneration, see below) and the applicable laws and regulations, based on the job description provided by the User Company;

- The normal number of working hours at the User Company's business.

If certain information is not yet available before conclusion of the assignment contract, the User Company will ensure that the information will be supplied to the Temporary Employment Agency in time for the latter to make the necessary contractual changes to the legal relationship with the Temporary Agency Worker.

3. If it emerges at any time that the supplied job description and the corresponding scale do not match the actual position performed by the Temporary Agency Worker, The User Company will immediately provide Robert Walters with the correct job description and corresponding scale. The Temporary Agency Worker's remuneration (whether still employed or not) will be redetermined with reference to the new job description. The job description and/or scale may be adjusted during the assignment, if the Temporary Agency Worker reasonably has a claim to this adjustment by invoking legislation or regulations, the CLA and/or the hirer's remuneration. If the adjustment results in a higher remuneration, Robert Walters will correct the Temporary Agency Worker's remuneration and The User Company rate accordingly. The User Company owes Robert Walters this corrected rate from the moment that performance of the actual position started.

4. The User Company will notify Robert Walters 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. Wage increases with retroactive effect will also apply to Temporary Agency Workers who are still employed by Robert Walters and who are still working for that User Company. The amounts involved will be invoiced to the User Company.

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5. One-off and fixed end-of-year payments, allowances and supplements are remunerated in accordance with the applicable scheme in the CLA or - if applicable - the hirer's remuneration and are charged on to The User Company.

6. (Periodic) Increments are awarded to the Temporary Agency Worker in accordance with the regulations applicable as at the User Company. If the award of an increment at the User Company depends on the assessment of the Temporary Agency Worker, the following will apply:

- the Temporary Agency Worker is always awarded an increment unless the User Company is able to demonstrate that the Temporary Agency Worker would have not received an increment according to applicable the rules and procedures;
- in the event assessment has not taken place or did not take place in time, the Temporary Agency Worker will receive the regular increase that is demonstrably most customary at the User Company.

7. If and to the extent that Robert Walters sustains loss, directly or indirectly, due to incomplete and/or incorrect information supplied by the User Company or the late supply of information, the User Company must pay such loss in full to Robert Walters B.V., including all actual costs of legal assistance. In that case the User Company will indemnify Robert Walters.

Article 10 – Good practice of management and supervision

1. When managing and supervising the Temporary Agency Worker, as well as in relation to the performance of the work, The User Company will treat the Temporary Agency Worker in the same careful manner as it is required to treat its own employees.

2. If it has not obtained permission to do so, The User Company is not permitted to in turn 'loan' the Temporary Agency Worker to a third party for the performance of work under the management and supervision of that third party. Third party is also defined as a natural person or legal entity with which The User Company is affiliated in a group.

3. The User Company may only put the Temporary Agency Worker to work in deviation from the provisions stipulated in the assignment and terms and conditions if Robert Walters and Temporary Agency Worker have agreed to this in writing in advance.

4. A Netherlands-based User Company may only put the Temporary Agency Worker to work abroad for a definite period on condition that The User Company has organised the management and supervision and this employment has been agreed on in writing with Robert Walters and with the Temporary Agency Worker.

5. The User Company will compensate the Temporary Agency Worker for the loss he has suffered as a result of the fact that an item belonging to him and used in the context of the assigned work has become damaged or destroyed.

6. To the extent possible, The User Company will insure itself adequately against liability on grounds of the provisions in this article. At Robert Walters's request, The User Company will submit proof of insurance.

Article 11 – Working conditions

1. The User Company declares it is aware of the fact that it is regarded as the employer under the Working Conditions Act. The User Company is responsible to the Temporary Agency Worker and Robert Walters for compliance with the obligations arising from Section 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the area of workplace safety, health, welfare and good working conditions in general.

2. If for the performance of the work (for example for safe and healthy working conditions) specific tools / equipment is required, then this will be provided to the Temporary Agency Worker by or on behalf of the User Company, under the same conditions as applicable in the User Company's organisation. The costs involved are for the account of the User Company.

3. The User Company is required to provide the Temporary Agency Worker and Robert Walters in good time, at the latest one working day before the start of the work, with written information on the professional qualifications required and the specific characteristics of the job to be performed. The User Company will actively provide the Temporary Agency Worker with information on the Risk Inventory and Evaluation (RIE) used at the company.

4. If the Temporary Agency Worker suffers an industrial accident or work-related illness, The User Company will, if required by law, notify the competent authorities about this immediately and ensure that a written report is drawn up without delay. The report must document the details of the industrial accident or work-related illness such that it can be gathered with a reasonable degree of certainty whether and to what extent the industrial accident or work-related illness is the result of the fact that insufficient measures had been taken to prevent the industrial accident or work-related illness. The User Company will inform Robert Walters as soon as possible about the industrial accident or work-related illness and provide a copy of the report it has prepared.

5. The User Company will compensate the Temporary Agency Worker for – and indemnify the Temporary Employment Agency against - for all damage or loss that the Temporary Agency Worker suffers in the performance of his work, if and insofar as The User Company is liable for that pursuant to Section 7:658 and/or Section 7:611 and/or Section 6:162 of the Dutch Civil Code. If the industrial accident results in death, the User Company is required to pay the loss (inclusive of the actual costs of legal assistance) in accordance with Section 6:108 Dutch Civil Code to the persons mentioned in that Section.

6. The User Company will insure itself adequately against liability on grounds of the provisions in this article. At Robert Walters's request, The User Company will submit proof of insurance.

Article 12 – Liability of User Company

1. Any User Company that fails to comply or fails to properly comply with the obligations arising from under these general terms and conditions, the assignments and/or other agreements is required to compensate all damage or loss arising from this to Robert Walters (inclusive of all costs including the costs of legal assistance) without any prior notice of default being required and must indemnify the Temporary

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Employment Agency in that respect, if necessary. This does not change the fact that the Temporary Employment Agency may file other claims, including a claim seeking dissolution. The provisions in this article apply generally, both (if necessary additionally) 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 as well as with regard to matters where this is not the case.

Article 13 – User Company rate

1. The User Company rate owed by The User Company to Robert Walters is charged for the hours worked by the Temporary Agency Worker and/or (if higher) the hours to which Robert Walters is entitled based on the general terms and conditions, assignments and/or other agreements. The User Company rate is multiplied by the bonuses and increased with the allowances/payments that Robert Walters owes the Temporary Agency Worker. VAT is charged on The User Company rate, the bonuses and the allowances.
2. Robert Walters is in any event entitled to adjust The User Company rate during the term of the assignment if the costs of the temporary agency work increase:
 - as a result of an amendment of the CLA or of the wages provided for in that CLA or an amendment of the CLA and/or working conditions scheme in effect at The User Company or of the wages provided for in that CLA and/or working conditions scheme;
 - as a result of amendments in or prompted by legislation and regulations, including amendments in or prompted by the social and tax legislation and regulations, the CLA or any binding regulation;
 - as a result of a (periodic) wage increase and/or a (one-off) mandatory payment arising from the CLA, the collective labour agreement and/or working conditions scheme in effect at The User Company and/or legislation and regulations;
 - as a result of an increase in costs related to expenses incurred with regard to provisions in the context of, among other things, training, absenteeism and/or redundancy.
 - In addition, Robert Walters is entitled to increase its rates annually on the 1st of January in accordance with the CBS Consumer Price Index.
3. If, in contravention of paragraph 2 of this article, The User Company does not consent to payment of the adjusted User Company rate, this implies The User Company's request to terminate the placement.
4. Robert Walters will notify The User Company of any adjustment of The User Company rate as soon as possible and confirm this change in writing to The User Company.
5. If the remuneration has been set too low for any reason that can be attributed to The User Company, Robert Walters has the right, even after the fact and with retrospective effect, to determine the remuneration and to adjust and charge The User Company rate accordingly with retrospective effect. Robert Walters may also charge The User Company the amount underpaid by The User Company as a result and the costs incurred by Robert Walters as a consequence.

Special minimum payment commitment and on-call contracts

6. If Robert Walters has an obligation to continued payments of wages towards the Temporary Agency Worker (in phase A with guaranteed hours, phase B and phase C), the User Company may be asked to issue a guarantee as regards hours to Robert Walters. That guarantee will be agreed in the assignment (confirmation) of an individual Temporary Agency Worker.

7. If no guarantee as regards hours has been issued (usually phase A without guaranteed hours), the User Company shall in principle only pay the User Company Rate for the hours actually worked. However, in this case, the User Company will – under consideration of paragraph 8 – at least be obliged to pay Robert Walters the User Company's Rate per call or determined/rostered service, calculated on four hours worked. In case User Company has issued a guarantee as regards hours, the User Company is obliged to pay the hours agreed in the assignment, regardless of whether the Temporary Agency Worker has effectively worked these hours. This does not apply to hours which are not worked due to leave, as these are for the account of Robert Walters. Hours that are not worked due to unworkable weather will be invoiced to the User Company, regardless of whether an appeal can be made to the Dutch unworkable weather regulations ("Regeling Onwerkbaar Weer"). If Robert Walters chooses to invoke the Regeling Onwerkbaar Weer, the User Company will be (partially) compensated if the appeal is successful.

8. If the Temporary Agency Worker is working on the basis of an on-call agreement or an agreement with a wholly or largely unpredictable work pattern, the User Company will always confirm in writing an on-call and/or a roster to the Temporary Agency Worker. The User Company may withdraw or change the on-call and/or the roster free of charge no later than 4 days (or 5 days if the communication takes place via Robert Walters) prior to the commencement of the working day on which the on-call call is made. If Robert Walters is obliged to pay the call or the scheduled hours to the Temporary Agency Worker, these hours – including allowances and other elements which the Temporary Agency Worker would have received if he had worked – shall be invoiced to the User Company at the User Company Rate. The User Company shall, at Robert Walters's request, provide rosters and schedules of the Temporary Agency Worker in question, stating when the Temporary Agency Worker was called up, whether and when the call was changed and what the exact scope of the call and/or the change is or was.

Article 14 – Takeover of a Temporary Agency Worker / proposed Candidate

1. User Company and its affiliates are only permitted to enter into an (agency work) employment contract, a contract for services or any other agreement with a Temporary Agency Worker, if Robert Walters is informed in writing and (i) if at least 1.560 hours have been worked via Robert Walters at the User Company or (ii) at least 12 months have passed after the termination of the Assignment. If User Company itself does not become the employer, but has the Temporary Agency Worker

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provided by a third party, then a takeover period of 3.120 hours shall apply.

If the User Company engages the Temporary Agency Worker either directly or indirectly via a third party earlier than the agreed number of hours, the User Company shall pay Robert Walters a fee equal to the remaining number of hours.

2. The User Company and its affiliates are not permitted to enter into an (agency work) employment contract, a contract for services or any other agreement with a candidate, either directly or indirectly, within 12 months after the date of introduction of the candidate by Robert Walters to the User Company, if this happens without mediation of Robert Walters. If User Company violates the foregoing, User Company owes Robert Walters an immediately due and payable penalty of EUR 25.000,-.

Article 15 – Invoicing

1. Invoicing takes place based on the time registration method agreed on with The User Company, with due observance of these general terms and conditions, the assignments and/or other agreements.

2. If no method for time registration has been agreed on, hours will be recorded using billing forms approved in writing by The User Company. The User Company and Robert Walters may agree that the hours will be recorded using a time registration system, an electronic and/or computerised system or by means of overviews prepared by or for The User Company.

3. The User Company will ensure correct and full time registration and is required to supervise or have it supervised that the data contained therein in relation to the Temporary Agency Worker is correct and truthfully reported, such as: the Temporary Agency Worker's name, the number of hours worked, overtime, irregular hours and shift hours worked, the other hours for which The User Company rate is owed pursuant to these general terms and conditions, the assignments and/or other agreements, any bonuses and any actual costs incurred.

4. If The User Company provides the time records, it must ensure that Robert Walters has access to these time records immediately after the Temporary Agency Worker has completed a working week, at least before Monday 12.00 PM. The User Company is responsible for the way in which the time records are provided to Robert Walters.

5. Before The User Company delivers the time records, it must give the Temporary Agency Worker the opportunity to check them. If and insofar as the Temporary Agency Worker disputes the data contained in the time records, Robert Walters has the right to determine the hours and costs in accordance with the Temporary Agency Worker's report, unless The User Company can demonstrate that the data it has recorded is correct. At the request of Robert Walters, the User Company provides insights into the original time registration of the User Company and provides a copy thereof.

6. If the time registration takes place by billing forms submitted by the Temporary Agency Worker, The User Company retains a copy of the billing form. In the event of any discrepancy between the billing form that the Temporary Agency Worker submits to Robert Walters and the copy kept by The User Company, the billing form that the Temporary Agency Worker

has submitted to Robert Walters serves as full evidence for the invoicing, unless The User Company produces evidence to the contrary.

7. All (legal) expenses incurred in the collection of outstanding invoices shall be chargeable to the User Company. The amount receivable consists a remuneration with a minimum of 15% of the principal sum (excluding interest) with a minimum of €250. In the event the actual costs are higher than 15%, Robert Walters is entitled to charge the actual costs.

Article 16 – Liability

1. Robert Walters will endeavour to perform the Assignment properly. If and insofar as Robert Walters fails to fulfil this obligation, Robert Walters is required – in accordance with Clauses 16.2 and 16.3 – to compensate for the direct loss arising from this for the User Company, provided that the User Company submits a written complaint to Robert Walters as soon as possible, but at the latest three months after the occurrence or manifestation of the loss, proving that the loss is the direct result of an attributable failure on the part of Robert Walters.

2. Robert Walters is not liable for any damage resulting from an incorrect selection of the Temporary Agency Worker, unless the User Company lodges a written complaint within seven calendar days after the provision of the Temporary Agency Worker and demonstrates that an incorrect selection has been a direct result of deliberate act or conscious recklessness on the part of Robert Walters.

3. All liability and/or obligations of Robert Walters to compensate the User Company for any damage, conferred by the General Terms and Conditions of Robert Walters, is limited to maximum 20% of the User Company's rate that would have been applicable for the assignment with a maximum of thirteen weeks. In addition, the liability per User Company shall be limited to a maximum of two cases per financial year. The liability of maximum two cases per financial year shall not apply in case of any damage in direct result of deliberate act or conscious recklessness on the part of Robert Walters Liability of Robert Walters for indirect damage (consequential damage, loss of profits, lost savings and loss caused by interruption of operations) is excluded in all cases.

4. Robert Walters is in any case not liable for any loss or damage if:

a) a request, submitted by the User Company, to hire a Temporary Agency Worker is not processed by Robert Walters; and/or

b) contacts between the User Company and Robert Walters before a potential assignment do not result in an actual placement of a Temporary Agency Worker; and/or

c) Robert Walters for whatever reason cannot / no longer make the Temporary Agency Worker available; and/or

d) the User Company suffers damage because items/goods provided to the Temporary Agency Worker required for the performance of work (such as a car, laptop, mobile phone, keys, etcetera) are not returned or have been damaged.

5. Robert Walters is not liable towards the User Company for any loss or damage sustained by the User Company, third parties or the Temporary Agency Worker, arising from any acts or omissions by the Temporary Agency Worker.

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6. Robert Walters is not liable towards the User Company for any obligations assumed by Temporary Agency Workers with, or that have arisen towards the User Company or third parties, whether or not with the consent of the User Company or such third parties.

7. The User Company indemnifies Robert Walters against any liability (inclusive of costs including the actual costs of legal assistance) of Robert Walters as the Temporary Agency Worker's employer – directly or indirectly – regarding the loss, damage and obligations referred to in the foregoing paragraphs 5 and 6.

8. The User Company will – to the extent possible – take out adequate liability insurance pursuant to the provisions of this article. At the request of Robert Walters the User Company will provide proof of insurance.

Article 17 – Intellectual and industrial property

1. At The User Company's request, Robert Walters will have the Temporary Agency Worker sign a written statement to ensure or promote – to the extent necessary and possible – that all intellectual and industrial property rights to the results of the Temporary Agency Worker's work belong or will be transferred to The User Company. If Robert Walters owes the Temporary Agency Worker compensation in connection with this or must incur other costs, The User Company owes Robert Walters the same compensation or the same costs.

2. The User Company is free to directly enter into an agreement with the Temporary Agency Worker or present him with a statement to sign in relation to the intellectual and industrial property rights referred to in paragraph 1 of this article. The User Company will notify Robert Walters of its intention to do this and provide Robert Walters with a copy of the relevant agreement/statement it has drawn up.

3. Robert Walters is not liable to The User Company for any fine or penalty incurred by the Temporary Agency Worker or any damage or loss suffered by The User Company as a result of the fact that the Temporary Agency Worker invokes any right of intellectual and/or industrial property.

Article 18 – Confidentiality

1. Robert Walters and User Company will not disclose to third parties any confidential information from or about the other party, about its activities or about its business relations which has come to its attention pursuant to the assignment, unless and in that case only to the extent disclosure of this information is necessary in order to properly perform the assignment or if required to do so on grounds of a legal requirement.

2. At the User Company's request, Robert Walters will require the Temporary Agency Worker to observe confidentiality concerning everything he becomes aware of in performing the work, unless the Temporary Agency Worker is subject to a legal requirement to disclose the information.

3. The User Company is free to directly require the Temporary Agency Worker to observe confidentiality. The User Company will notify Robert Walters of its intention to do this and provide Robert Walters with a copy of the relevant statement/agreement it has drawn up.

4. Robert Walters is not liable for any fine, penalty or any damage on the part of The User Company resulting from the

Temporary Agency Worker's breach of a duty of confidentiality.

Article 19 – Special obligations concerning identity and processing of personal data

1. The user company to which Robert Walters makes a temporary agency worker available verifies and determines the identity of the temporary agency worker in accordance with the applicable legislation and regulations, including but not limited to the Foreign Nationals (Employment) Act (Wav), Salaries Tax Act and the Compulsory Identification Act. The user company will also comply with its administration and retention obligations in this connection.

2. The user company declares expressly with respect to foreign nationals that it is familiar with the Wav, comprising among other things that the user company must receive from the foreigner a copy of the document referred to in Section 1 (1) to (3) of the Compulsory Identification Act before such a foreign national commences working. The user company is responsible for carefully checking this document and uses it to ascertain the foreigner's identity and will keep a copy of the document in its records. Robert Walters is not responsible or liable for any penalty imposed on the user company in the context of the Wav.

3. The user company declares expressly that it is familiar with the applicable legislation and regulations concerning the processing of personal data. Robert Walters and the user company will enable each other to comply with the abovementioned legislation. In any event, the user company will only use personal data obtained via the private employment agency for the purpose for which they were obtained, it will not store these for longer than allowed under legislation and regulations and will arrange for adequate security of these personal data.

Article 20 – Treatment temporary agency worker

1. The User Company and Robert Walters will not make any prohibited distinction on grounds of religion, personal convictions, political opinion, gender, race, nationality, sexual orientation, civil status, disability, chronic illness, age or any other grounds.

2. The User Company and Robert Walters will 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 agency workers.

3. The User Company is familiar with the legislation pertaining to whistle-blowers and guarantees that the temporary agency worker will have access to the whistle-blowers' scheme in the same way as its own employees provided the User Company has such a scheme or such a scheme applies to it.

4. If the User Company has a complaints procedure concerning the treatment of employees it will guarantee that the temporary agency 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 Robert Walters. All of the above insofar as there are no other statutory obligations.

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Article 21 – Participation in decision making

1. The User Company is required to give the Temporary Agency Worker who is a member of Robert Walters's works council or of The User Company's works council the opportunity to exercise these participation rights in accordance with legislation and regulations.
2. If the Temporary Agency Worker exercises employee participation in The User Company's organisation, The User Company also owes The User Company rate for the hours during which the Temporary Agency Worker performs or receives employee participation-related activities or training during working hours in the exercise of the participation rights.
3. The User Company declares it is aware of its duty of disclosure on grounds of the Works Councils Act (hereafter: WOR) concerning the (expected) use of Temporary Agency Workers in its organisation. If and to the extent that The User Company wishes to use information provided or to be provided by Robert Walters for the purposes of fulfilling this duty of disclosure, this provision of information will not go beyond what is required by the WOR.

Article 22 – Requirements relating to the Placement of Personnel by Intermediaries Act

1. The User Company declares it is explicitly aware of Article 8b of the Placement of Personnel by Intermediaries Act and ensures that Temporary Agency 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 similar positions, unless the different treatment is justified for objective reasons.
2. The User Company declares that it is explicitly aware of Article 8c of the Placement of Personnel by Intermediaries Act and ensures that vacancies at its organisation are clearly brought to the attention of the Temporary Agency Worker in good time, so that he has the same chances of a permanent employment contract as the employees of that organisation.
3. The User Company declares expressly that it is familiar with Section 10 of the Placement of Personnel by Intermediaries Act. Robert Walters is not allowed to place employees with the User Company or in that section of the User Company's business in which a strike, lock-out or factory occupation exists. The User Company will inform the Robert Walters on time and in full concerning the intention, commencement, continuation or ending of organised or unorganised industrial actions on the part of the trade unions, including but not limited to strikes, lock-outs or factory occupation.
4. When supervising and managing the temporary agency worker, the User Company will expressly not issue instructions to the temporary agency worker that would violate Section 10 of the Placement of Personnel by Intermediaries Act. Such as, but not

limited to having the temporary agency worker carry out activities that are usually performed by employees who are participating in industrial action at that time.

5. The User Company declares it is explicitly aware of the Article 12a of the Placement of Personnel by Intermediaries Act. The User Company will provide Robert Walters with timely and complete written or electronic information about the employment conditions before the start of the posting and thereafter if necessary.

Article 23 – Applicable law and choice of forum

1. Dutch law applies 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 will in the first instance exclusively be heard by the competent court of the district in where Robert Walters has its head office.

Article 24 – Data Protection

1. Both Parties will comply with the data protection legislation applying to them. The Parties agree that they will both be classified under the data protection legislation as "independent data controllers" and agree that they will both comply with the data exchange protocol in relation to the joint use of data referred to in these General Terms and Conditions, and available here: <https://www.robertwalters.nl/en/about-us/gdpr/GDPR-sharing-protocol.html>
2. The User Company will indemnify Robert Walters for all liability, costs, expense, damage and direct loss and all interest, fines and reasonable legal and professional costs incurred by Robert Walters as a result of or in relation to third party claims (including by a Temporary Agency Worker) caused by the misuse of the personal data of Temporary Agency Workers by the User Company or its subsidiaries, or by the employees, directors, agents or contractors of either of them.

Article 25 – Final provision

1. If one or more provisions of these general terms and conditions are void or are declared void, the other provisions in the 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.

Article 26 – Language

1. These General Terms and Conditions have been drawn up in the Dutch language, and have then been translated into English. In the event of conflicts between the Dutch original and the English translation, the Dutch version will prevail. The Dutch version can be viewed and downloaded online via: <https://www.robertwalters.nl/general-conditions.html>