



# Algemene voorwaarden

Version 2020.01



## EUROJOB GENERAL CONDITIONS

### I. GENERAL AND AGENCY PROVISIONS

#### Article 1: Applicability

These general conditions are applicable to all offers, assignments and agreements of Eurojob International Holding B.V., Eurojob International B.V., Eurojob Arbeidsplaatsbemiddeling B.V., Eurojob Uitzendbureau B.V., Eurojob B.V., and Eurojob Detachering B.V. Hereinafter referred to as: Eurojob insofar as all the foregoing relates to the provision of manpower to clients as described in article 7:690 Dutch Civil Code (DCC), as well as all agreements to supply recruitment and selection services.

- These general conditions form an inextricable part of the assignment between Eurojob and the client.
- Provisions and agreements which are at variance with these general conditions are only valid if and insofar as Eurojob has confirmed the variance in writing.
- The possible inapplicability of a provision (or part thereof) of these general conditions shall not affect the applicability of the other provisions.
- If Eurojob has already provided these general conditions several times there exists a consistent working relationship. In that case, Eurojob does not have to provide the general conditions again each time to have them apply to these subsequent agreements.
- These general conditions may be amended or supplemented at any time. Amended general conditions shall then also apply to already concluded temporary employment agreements, with due observance of a period of one month after written notification of the amendment.

#### Article 2 Definitions

The following definitions apply in these general conditions:

- Eurojob:** Eurojob International Holding B.V., registered at the Dutch Chamber of Commerce under number 34261307, Eurojob International B.V., registered at the Dutch Chamber of Commerce under number 65205294, Eurojob Arbeidsplaatsbemiddeling B.V., registered at the Dutch Chamber of Commerce under number 34086375, Eurojob Uitzendbureau B.V., registered at the Dutch Chamber of Commerce under number 33288225, Eurojob B.V., registered at the Dutch Chamber of Commerce under number 62006851 and Eurojob Detachering B.V. registered at the Dutch Chamber of Commerce under number 65207777. In the context of the performance of its profession or business, Eurojob makes an employee or employees available to one or more third parties pursuant to an assignment provided by said third parties and under the guidance and supervision of those third parties.
- CAO for Agency Workers:** the collective labour agreement for agency workers, concluded between the Algemene Bond Uitzendingen (ABU), FNV Bondgenoten, CNV Dienstverband, De Unie and LBV, or the collective labour agreement for agency workers, concluded between Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (NBBU), FNV Bondgenoten, CNV Dienstverband, De Unie and LBV.
- Agency worker:** the employee as referred to in paragraph a).
- Candidate:** the person who, based on an assignment for recruitment and selection by Eurojob, is recruited and proposed to the client for the purpose of entering into a direct employment with the client.
- Temporary employment contract:** the employment contract between the employment agency and the agency worker as referred to in Section 7:690 DCC, in connection with which the agency worker is made available to the client(s) by Eurojob in the context of the profession or business of that employment agency to perform work under the supervision and management of the client in accordance with the assignment(s) granted to Eurojob.
- Client:** the third party as referred to in paragraph a).
- Assignment:** the agreement between Eurojob and client based on which (for one or more times) a single agency worker is made available to the client by Eurojob - only within the meaning of a temporary employment contract pursuant to Section 7:690 DCC in conjunction with 7:691 DCC - which also includes the agreement that is continued with regard to a replacement agency worker, if replacement is permitted and actually takes place - to perform work under the client's supervision and management against payment of the client rate by
- the client to Eurojob or based on which Eurojob performs services aimed at recruitment and selection for the purpose of creating an employment relationship, of whatsoever type, between the candidate and the client. An agreement which falls under the scope of Payrolling pursuant to Section 7:692 DCC shall never be created.
- Client rate:** the rate which Eurojob charges the client per hour or per assignment as agreed and if necessary subsequently amended in accordance with the assignment and these general terms and conditions.
- Parties:** Eurojob as referred to in paragraph a) and the client as referred to in paragraph f).

### **Article 3. Offers subject to contract**

- a) All offers by Eurojob are subject to contract, unless they contain a term for acceptance. If an offer or proposal constitutes an offer subject to contract and this offer is accepted by the client, Eurojob is entitled to retract the offer within 2 working days following receipt of the acceptance.
- b) Rates contained in the offers and proposals are based on the information provided by the client in the request. If this information is subsequently amended, then this can affect the rates and/or availability of the agency worker/candidate.
- c) Proposals, offers and rates do not apply automatically to new, additional assignments.

### **Article 4: Duration of the assignment**

- a) An assignment can be entered into for a fixed period or for an indefinite period and is effected through the written assignment confirmation from Eurojob, or by virtue of the fact that Eurojob has begun performance of the assignment, or if Eurojob has notified the client in any way that it shall begin to perform the assignment.
- b) An assignment for a fixed period is entered into:
  - either for a set time;
  - or for a definable period; that is to say, for a period which ends when an objectively definable event takes place (an event which occurs independently of the will of the parties);
  - or for a definable period which does not go beyond a set time.
- c) In specifying a definable period, as referred to in paragraph b), more than one event can be described, on the understanding that the occurrence of each separate event brings the assignment to an end.
- d) An assignment for an indefinite period is an assignment that is not entered into for a fixed period as referred to in paragraphs b) and c).

### **Article 5: Termination of assignment**

- a) An assignment for an indefinite period can be terminated by either party at any time, unless it has been agreed in writing that termination is temporarily excluded as referred to in paragraph b) below.
- b) In an assignment for an indefinite period this right of termination can be excluded for a fixed and/or for a definable period.
- c) An assignment for a fixed period cannot be terminated by either party in the interim, unless it has been agreed in writing that interim termination is permitted.
- d) In an assignment for a fixed period this right of interim termination can be permitted during a fixed period and/or for a definable period.
- e) If termination, interim or otherwise, is possible, it must always be done in writing with due observance of a notice period of at least fourteen calendar days. The onus is on the client to prove that the termination was done in a timely manner. That which is stipulated in paragraph e) is without prejudice to the possibility of an earlier termination of the assignment on the grounds of a (special) trial period, agreed in writing for the assignment, or on the grounds of any other provision contained in the assignment or these general terms and conditions. Termination that conflicts with the contractual agreements between the parties in accordance with the options pursuant to Section 7:408 DCC shall result in the client being in default and liable for performance and/or full compensation for damage.
- f) The right of termination, interim or otherwise, can be bound to other time limits and further conditions.
- g) Amounts invoiced to the client by Eurojob prior to the termination for what has already been performed for the implementation of the assignment remain fully payable by the client and become immediately due and payable at the time of the termination.
- h) If, after having been given notice of default regarding this matter, the client does not comply with any obligation arising from the assignment, or does not comply fully or on time with such, Eurojob is entitled to suspend its obligations towards the client, without being liable for any compensation towards the client as a result. Eurojob is also entitled to take this action in the circumstances referred to under paragraph f) of article 6.

### **Article 6. End of the assignment**

- a) The assignment ends by operation of law due to the expiry of the set time or because an objectively definable event occurs, as referred to in article 4 paragraphs b) and c).
- b) Each assignment (for a fixed period or for an indefinite period) can be ended by termination, if termination, interim or otherwise, is permitted. This is without prejudice to the client's obligation to perform that which is stipulated in paragraph g).
- c) Each assignment ends by operation of law if, and as soon as, the client enters into a direct employment relationship with the agency worker made available for the assignment in accordance with the provisions of article 10 and additionally the client has complied with all its obligations towards Eurojob as ensue from the provisions of article 10.

- d) Each assignment ends by operation of law at the point in time when Eurojob can no longer make the agency worker available to the client because the temporary employment contract between employment agency and agency worker has ended and cannot be
- e) immediately continued subsequently. This ending does not however take effect if, in the case referred to above, the replacement by Eurojob of the agency worker by another agency worker is allowed pursuant to the assignment and replacement actually takes place within four weeks after the date on which the agency worker could no longer be made available. The assignment is then continued with the other agency worker. In the case referred to above, replacement of the agency worker by another agency worker is equated to the possible return placement of the agency worker previously made available. However, Eurojob remains entitled in both situations previously mentioned in this paragraph to claim full compensation from the client, to include all costs along with the actual costs of legal representation, if the temporary employment contract is ended for a cause attributable to the client, unless the provisions of article 10 applied.
- f) If Eurojob cannot make the agency worker available to the client during a period of four consecutive weeks and the assignment is not terminated on account of the provisions in paragraph d) above, nor is the agency worker actually replaced by another agency worker within the aforementioned period for the continuation of the assignment with respect to the other agency worker (provided in the aforementioned case the replacement of the agency worker by Eurojob is permitted pursuant to the assignment), the client is entitled to immediately terminate the assignment in writing, subject to the following. The client is not entitled to terminate the assignment if Eurojob cannot make the agency worker available by reason of a cause attributable to the client. In the latter case, the client remains obliged to pay Eurojob the client rate in full for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the assignment and conditions. In addition, Eurojob is then entitled to claim full damages from the client including all costs along with the actual costs of legal representation. If the client pursuant to the provisions of paragraph e) above is entitled to terminate and makes use of that entitlement, the assignment ends immediately following receipt of the relevant notice.
- g) The assignment ends immediately on account of termination from the point in time when Eurojob invokes the termination because i) the client is in default in respect of compliance with any obligation ensuing from the assignment and the conditions attached thereto, or ii) has been declared bankrupt, or iii) suspension of payment is granted to the client, or iv) a warrant of execution is placed on the client, or v) the client is put into receivership or placed under administration, or vi) loses the power of disposition or legal capacity in relation to its own assets or part thereof. The client is obliged at all times to inform the receiver or administrator of the content of the contract and these general terms and conditions. If Eurojob makes use of this right to immediate dissolution and termination of the assignment, this is without prejudice to Eurojob's right to claim full damages including all costs along with the actual costs of legal representation from the client. Furthermore, the client's obligation to implement the provisions in paragraph g) below remains unaffected.
- h) Termination of the assignment by the client (insofar as permitted) entails a request from the client to Eurojob to terminate the provision of the agency worker to the client, as referred to in article 7:691, paragraph 2 DCC and by the date on which the assignment terminates by operation of law. Insofar as necessary, the client is deemed to have requested Eurojob's termination of the provision by the date on which the assignment terminated by operation of law. At Eurojob's request, the client confirms to Eurojob in writing that it has requested the termination of the provision of the agency worker as referred to above and such by the date on which it terminates by operation of law.
- i) Termination of the assignment on account of dissolution as referred to in paragraph f) also entails the request by the client for Eurojob to terminate the provision of the agency worker to the client, as referred to in Section 7:691 paragraph 2 DCC and such by the date on which the assignment is dissolved by operation of law. Said dissolution is due to the client's conduct/misconduct. Such conduct/misconduct on the part of the client implies the client's request for Eurojob to terminate the provision of the agency worker in accordance with the provisions of Section 3:37 paragraph 1 DCC. Insofar as necessary, the client is deemed to have requested Eurojob's termination of the provision by the date on which the assignment is dissolved by operation of law. At Eurojob's request, the client confirms to Eurojob in writing that it has requested the termination of the provision of the agency worker as referred to above and such by the date on which the assignment is dissolved by operation of law.

#### **Article 7: Transition payment**

- a) In the event that the assignment or the provision ends at the client's request, the provision ends in accordance with article 9, or due to the end of the term of the cooperation agreement, or due to breach of contract on the part of the client, or by infringement of any provision of these general terms and conditions, or by any other cause attributable to the client, the full transition payment of the relevant agency worker who was made available will be charged to this client. The client is obliged to pay to Eurojob the full transition payment which Eurojob owes the agency worker up to that moment within 14 days of the invoice date.
- b) Eurojob shall provide the client with a calculation for this transition payment in support of this invoice.
- c) If the provision is terminated at the client's request, the assignment is still in effect and Eurojob has replaced the agency worker in question, then the client must pay the transition payment for the replaced agency worker.

## Article 8: Force majeure

- a) In case of force majeure for Eurojob, its obligations under the assignment shall be suspended for such time as the situation of force majeure continues. Force majeure is understood to mean circumstances independent of the will of Eurojob, which obstruct fulfilment of the assignment permanently or temporarily and which should not be for its own risk either pursuant to the law or according to the standards of reasonableness and fairness.
- b) As soon as a situation of force majeure occurs for Eurojob as referred to in paragraph a) of this article, it will notify the client thereof.
- c) If the situation of force majeure occurs when the assignment has already been partially performed, the client is obliged to fulfil its obligations to Eurojob up to that point in time.
- d) Insofar as this is not already included, force majeure is also understood to mean: strikes, factory occupation, blockades, sabotage, embargo, government measures, break-in, war, revolution and/or any similar situation, power failures, disruptions in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as major epidemiological illness or death of personnel.
- e) Eurojob's obligations shall be suspended for as long as the situation of force majeure continues. However, this suspension shall not apply to obligations unrelated to the force majeure and which had already arisen prior to the occurrence of the situation of force majeure.
- f) If the force majeure situation has lasted for three months, or as soon as it is established that the force majeure situation shall last longer than three months, each of the parties is entitled to prematurely terminate the assignment without observing any notice period. Even after such termination of the assignment, the client is obliged to pay Eurojob the fees due for the period prior to the situation of force majeure.
- g) During the situation of force majeure, Eurojob is not obligated to compensate any damages incurred to or by the client, nor is it thereto obligated after termination of the assignment as referred to in paragraph e) of this article.

## Article 9: Cessation of provision

- a) The cessation of the assignment means the cessation of the provision of the agency worker. In addition, the provision of the agency worker ceases in the following cases.
- b) Each provision ceases immediately after the agency worker has notified Eurojob or the client that he is not fit to perform the temporary work due to sickness or accident, provided the so-called temporary employment clause (as referred to in Section 7:691(2) DCC) was included in Eurojob's temporary employment contract with the agency worker and the validity of that clause has not expired. This temporary employment clause means that the temporary employment contract ceases by operation of law because the provision by Eurojob of the agency worker to the client comes to an end at the client's request. If the temporary employment contract relating to an agency worker made available contains this temporary employment clause and its validity has not yet expired, Eurojob shall notify the client thereof and shall indicate as best it can when the validity of the clause expires. During the validity of this clause, the client requests Eurojob – promptly after the notification that the agency worker is unfit for work due to sickness or accident – to immediately terminate the provision of the agency worker. In so far as necessary, the client is deemed to have requested Eurojob for the termination of the provision. At Eurojob's request, the client confirms in writing to Eurojob that it has requested termination of the provision immediately after the agency worker's notification as referred to in the beginning of this paragraph.
- c) Furthermore, the provision ceases if and as soon as the client requests in writing that Eurojob terminates the availability of the agency worker. If pursuant to the assignment or under these general terms and conditions, replacement of the agency worker by Eurojob is permitted and this replacement actually takes place within 4 weeks after that request, the assignment is continued with respect to the other agency worker. At Eurojob's request the client confirms in writing that it has requested the termination of the provision of the agency worker to be replaced as referred to above.
- d) The possibility of termination of the agency worker made available with possible continuation of the assignment with respect to the replacement agency worker, as referred to in paragraph c), can be attached to a fixed and/or definable period and to further conditions.
- e) On termination of the provision of the agency worker, the client shall always have regard to a notice period in accordance with the law and/or CAO (collective labour agreement) for Agency Workers with a minimum notice period of two weeks. The onus is on the client to prove that notice was given in time. The foregoing does not affect the possibility of an earlier termination of the provision on the grounds of a (special) trial period, which was agreed in writing on assignment, or on the grounds of any other provision included in the assignment or these general terms and conditions.
- f) Eurojob is entitled to accept any request from the client for termination of the provision of the agency worker that does not meet the conditions referred to above in paragraphs c) and d), with the result that the provision is ceased immediately on account of that request. Eurojob can attach conditions to this acceptance.

## Article 10: Direct employment relationship

- a) The client is only entitled to enter into a direct employment relationship with the agency worker who will be or was made available if and insofar as the provisions given below in this article are complied with (see also article 6 paragraph c).
- b) The client notifies Eurojob in writing of its intention to enter into a direct employment relationship with the agency worker prior to the implementation of that intention. In this context, the client asks Eurojob on what date the agency worker can legally terminate the temporary employment contract with Eurojob.
- c) The client ensures and guarantees that the agency worker legally terminates or has terminated the temporary employment contract with Eurojob on the date that the client enters into a direct employment relationship with the agency worker, without prejudice to the client's other obligations as referred to in this article. The client shall not enter into a direct employment relationship with the agency worker if and for as long as the agency worker cannot legally end the temporary employment contract or has not legally terminated it.
- d) If, in accordance with the provisions of paragraphs a) to c) above, the client wishes to enter into a direct employment relationship with the agency worker made available under that assignment and does indeed enter into such a contract, the client owes Eurojob a fee in the amount of 40% of the most recently applicable client rate for the agency worker concerned and for the following period or hours:
  - In case of an assignment for a fixed period that is not terminable in the interim: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the time that the assignment between Eurojob and the client would have ended due to the expiry of the fixed period or the occurrence of an objectively determinable event.
  - In case of an assignment for a fixed period that is terminable in the interim: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between Eurojob and the client could have been terminated, with a minimum of 2,000 hours worked. The period ends in any event however on the date that the assignment would have ended due to the expiry of the fixed period or the occurrence of an objectively definable event.
  - In case of an assignment for an indefinite period that is not terminable at that time: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between Eurojob and the client could have been terminated, with a minimum of 2,000 hours worked.
  - In case of an assignment for an indefinite period that is terminable in the interim at that time: for the period that runs from the commencement of the direct employment relationship between the agency worker and the client until the first possible time at which the assignment between Eurojob and the client could have been terminated, with a minimum of 2,000 hours worked.
  - For the implementation of the above provisions, the following applies. An assignment for a fixed period also includes an assignment for a definable period, see article 4 paragraph b). If, in the case of an assignment for a definable period of time, Eurojob can only be informed by the client about the occurrence of the objectively definable event and the client fails to do so, the remaining duration of that assignment will be fixed at one year. If it is nevertheless likely that the remaining period would last longer than a year, then this longer period shall be taken as the starting point.
- e) If the client enters into a direct employment relationship with the agency worker within six months after the termination of the provision of this agency worker and the provision has not lasted for more than 2,000 hours, the client is liable to Eurojob for a payment as follows. The payment amounts to 40% of the client rate that applied to the agency worker in question during the assignment, taken over a period of 2,000 hours worked running from the commencement of the direct employment relationship. This provision does not apply if in relation to this direct employment relationship the provisions in paragraph d) had already been applied or ought to have been applied, unless the terminated provision related to an assignment entered into for a fixed or definable period of not more than six months.
- f) If as the result of intervention by Eurojob an agency worker is proposed to a client or possible client, or comes into contact with the possible client and the possible client enters into a direct employment relationship with the agency worker before the assignment is effected, the client must inform Eurojob about this in writing without delay. The client or possible client, as the case may be, is then liable to Eurojob for a payment as follows. The payment amounts to 40% of the client rate that would have been applicable to the agency worker in question having regard to the role to be fulfilled, the working hours and suchlike if the assignment had been effected, for 2,000 hours worked running from the commencement of the direct employment relationship or the client shall forfeit to Eurojob an immediately due and payable penalty which is not subject to judicial mitigation of €5,000 per infringement, together with a penalty of €500 for each day that the infringement continues. After the notification, the parties shall consult in order to discuss the client's wishes. In the case of Eurojob's permission, the client must in any event pay Eurojob an amount to be further determined.
- g) The client rate, as mentioned several times in this article, is calculated on the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the assignment and conditions, as though the assignment were not terminated.

- h) For the purposes of this article, the commencement of a direct employment relationship is also understood to include the situation in which the agency worker made available was placed in work at the client through the intervention of one or more third parties. Furthermore, not only does the employment relationship include the employment contract pursuant to Section 7:610 DCC, but any working relationship, all in the broadest sense of the word.
- i) The payment, as mentioned several times in this article, is owed to Eurojob by the client to compensate for the service provided by Eurojob in relation to making available, recruiting and/or training the agency worker.

#### **Article 11: On-call contracts**

In the event that Eurojob makes the agency worker available to the client and the temporary employment contract between the agency worker and Eurojob can be qualified as an on-call contract pursuant to Section 7:628a paragraph 9 DCC, the client must comply with the following:

- a) The client must provide Eurojob with a definitive written schedule which enables Eurojob to call the agency worker at least 4 days before commencement of the provision.
- b) The client must communicate changes in the number of hours to be worked or changes in the time period for the hours to be worked in writing to Eurojob at least 4 days before commencement of the provision to enable Eurojob to change the schedule at least 4 days before commencement of the agency worker's provision.
- c) The client must communicate a cancelled or withdrawn provision in writing to Eurojob at least 4 days in advance of the provision.
- d) If the client fails to inform Eurojob in writing of a changed provision, a cancelled provision, or a moved provision at least 4 days before the start of this provision, Eurojob will directly invoice the obligation to continue to pay the wages vis-à-vis the agency worker for the changed or moved hours, or the complete period of the withdrawn provision related to the failure of the client.
- e) If within 4 days of the commencement of the provision, that provision is cancelled completely on account of a client situation as mentioned in article 8 of these general terms and conditions or another situation of force majeure in the broadest sense of the word, the cancelled hours shall be invoiced in full to the client.

#### **Article 12: Prohibition or conditions for suspension of employment of agency worker**

- a) The client is not entitled to temporarily or partially suspend the employment of the agency worker, unless otherwise agreed in writing and the duration of the right of suspension is defined therein.
- b) If the client is not entitled to temporarily suspend while maintaining the assignment but the client temporarily has no work for the agency worker or cannot put the agency worker to work, the client is nonetheless obliged to pay Eurojob the client rate in full for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on) pursuant to the assignment and conditions. In addition, the client is obliged to admit the agency worker to work unless the client demonstrates conclusively that no work is available for the agency worker or that the agency worker cannot be set to work.
- c) If the client is entitled during a fixed and/or definable period to temporarily suspend while maintaining the assignment, if and for as long as the client temporarily has no work for the agency worker or is unable to deploy the agency worker, the client shall on Eurojob's request conclusively demonstrate by means of documents, statements and suchlike that there is temporarily no work for the agency worker or that the agency worker cannot be set to work. During this suspension of the assignment Eurojob shall
- d) only then make no claim on the client rate, as referred to in paragraph b) and the client shall not be liable to Eurojob for this rate, if and insofar as the client has conclusively fulfilled its onus of proof and Eurojob can successfully invoke exclusion of the obligation to continued payment of the agency worker in accordance with the CAO for Agency Workers.
- e) If, after the agreed suspension period, performance of the assignment cannot be resumed, Eurojob is entitled to dissolve the assignment without judicial intervention by means of a written notice to the client. In case the performance of the assignment is resumed after the agreed suspension period, the client is obliged to compensate Eurojob for any costs ensuing from this resumption.

#### **Article 13: Position and working hours**

- a) The client provides a description of the position to be fulfilled by the agency worker during the assignment. On Eurojob's request the client shall conclusively demonstrate that the job description corresponds to the actual function being carried out. If at any time it appears that the job description does not correspond to the actual function being carried out, the client shall provide the appropriate job description to Eurojob, without prejudice to the provisions of paragraph b) in this article, and paragraph c) of article 20. The function, as specified above, can be changed during the assignment in accordance with the wishes of the agency worker if the agency worker can reasonably lay claim to the change by relying on good employment practices or on present or forthcoming legislation and regulations, the CAO (collective labour agreement) or legal precedents.
- b) If and insofar as Eurojob suffers direct or indirect damage due to the job description provided for the assignment not corresponding to the function actually being carried out, or due to the subsequently (provided) changed job description not corresponding to the function actually being carried out, the client is fully liable to compensate Eurojob for the damage, including costs along with the actual costs of legal representation. This is without prejudice to other rights or rights of claim available to Eurojob, e.g. extending to

the client having to enable the agency worker to be capable of exercising the function as described in the assignment by the client or later amended in writing.

- c) The working hours, the number of hours worked and breaks of the agency worker are identical to the customary times and hours at the client, unless otherwise agreed for the assignment. The working hours, the number of hours worked and breaks of the agency worker shall be neither more nor less than are legally permitted at the client with due observance of the applicable legislation and regulations. On Eurojob's request, the client shall demonstrate conclusively which times and hours as referred to above are customary and allowable in the company where the agency worker works, whether or not by submitting the documents required for this. The employment conditions, times and hours, as specified above, can be changed during the assignment in accordance with the wishes of the agency worker if the agency worker can reasonably lay claim to the change by relying on good employment practices or on present or forthcoming legislation and regulations, the CAO (collective labour agreement) or legal precedents.
- d) If and insofar as Eurojob suffers damage directly or indirectly because the working times, number of working hours or rest periods as specified in the assignment for the agency worker or later changed differ from the conditions stated in this article and/or differ from the actual times and hours which the agency worker works or rests, the client is fully liable to pay Eurojob for the damage and/or fines pursuant to Section 18 paragraph 2 Minimum Wage and Minimum Holiday Allowance Act (Wet minimumloon en minimumvakantiebijslag), including costs along with the actual costs of legal representation. This is without prejudice to other rights or rights of claim available to Eurojob, e.g. extending to the client enabling the agency worker to work in accordance with the times and hours as referred to in this article.
- e) The agency worker's holiday and special leave arrangements are regulated in accordance with the law and the CAO for Agency Workers, if and insofar as these are applicable to the temporary employment contract of the agency worker.
- f) On entering into the assignment, the client is obliged – if and insofar as was not foreseeable when entering into the assignment, always as quickly as possible – to inform Eurojob about works closures of the client. The client is obliged to inform Eurojob in a timely manner, so that Eurojob is able to incorporate this into the legal relationship with the agency worker.
- g) On entering into the assignment, the client is obliged on its own initiative to inform Eurojob about the applicable user company remuneration, more specifically about the amount of the wage, the applicable reduction in working hours, the amount of the increment, the amount and duration of the initial wage increase, expense allowances, bonuses and job category (see article 21 paragraphs a) and c)).

#### **Article 14: Provision, selection, replacement and limitation of liability**

- a) The client provides Eurojob with accurate information regarding position, working times, working hours, duties, place of work and working conditions that relate to the agency worker as well as regarding the intended duration of the assignment, without prejudice to the obligations ensuing from article 11.
- b) Eurojob relates the information provided by the client to the skills, competencies and availability of the workers eligible for deployment. On this basis, Eurojob determines to the best of its ability which worker is made available for the assignment. Within the given context, Eurojob has an entirely free choice as to which agency worker is made available for the commencement of the assignment, as also in the case of the replacement or return of an agency worker by Eurojob provided replacement or return of the agency worker by Eurojob is permitted pursuant to the assignment or under these general terms and conditions. The client is obliged to deploy the agency worker thus provided by Eurojob in accordance with the assignment and the provisions of these general terms and conditions.
- c) Irrespective of any provision whatsoever, Eurojob can at all times make a written proposal to the client for replacement of the agency worker made available by another agency worker with continuation of the assignment with respect to this other agency worker, so as to be able to apply the so-called seniority principle and the other rules as described in the (applicable) dismissal guidelines for the employment agency sector. Within a short period the client decides whether to request Eurojob in writing to terminate the provision of the agency worker so as to replace this person by the proposed other agency worker with continuation of the assignment as referred to above. The client may only reject Eurojob's proposal on reasonable grounds and in that case is to provide a written declaration to Eurojob, sufficiently plausible that in all probability the Employee Insurance Agency (UWV) shall deem this declaration adequate in the context of assessing a request for a dismissal permit.
- d) At all times, provided this has been agreed in writing in the assignment, Eurojob can propose to the client the replacement of the agency worker made available by another agency worker, if in Eurojob's opinion this is necessary on account of internal company policy and staff policy, also for maintenance of employment for the agency worker who pursuant to their legal status in particular can lay claim to this or for anticipatory compliance with the seniority principle and the other rules as described in the (applicable) dismissal guidelines for the employment agency sector. Within a short period the client decides whether to request Eurojob in writing to terminate the provision of the agency worker so as to replace this person by the proposed other agency worker with continuation of the assignment as referred to above. The client shall only not make the request to Eurojob as referred to if this would have a negative impact on the client's business operations.
- e) Eurojob is not culpably in default towards the client and is not liable for compensation of any damage or costs towards the client, if for any reason whatsoever Eurojob is not able to make an agency worker available to the client or at any rate not in the manner and to the extent as per the assignment or further agreed. Eurojob is not culpably in default towards the client and is not liable for compensation of any damage or costs towards the client, if Eurojob pursuant to the assignment or under these general terms and conditions is allowed to replace or return (within a fixed period) an agency worker but does not replace or return such for any reason

- f) whatsoever, including any reason of internal company policy, internal business operations, staff policy or any other internal business interest of Eurojob. Insofar as and for as long as an agency worker or replacement agency worker cannot be made available to the client, the client is however not obliged to pay Eurojob the client rate for the duration of the assignment for the most recently applicable or customary number of hours and overtime hours per period (week, month and so on), unless the agency worker or replacement agency worker cannot be made available due to a cause which is attributable to the client.
- g) Nor is Eurojob culpably in default towards the client or liable for compensation of any damage or costs towards the client in the event of termination of the employment or non-replacement of the agency worker made available which directly or indirectly leads to the assignment ceasing.
- h) Eurojob is not liable for any damage or losses as a result of an incorrect selection of the agency worker, unless the client submits a written complaint to Eurojob within seven calendar days of the commencement of the provision and thereby demonstrates that the incorrect selection is the direct consequence of gross negligence on the part of Eurojob. Any possible right to damages as referred to above lapses if the client has not submitted a written complaint as specified above, in which connection the onus is on the client to prove that the complaint was submitted in time. However, Eurojob shall never be liable to pay higher damages than a payment equal to 40% of the client rate that was applicable to that agency worker for the assignment during the intended period of the assignment, subject to a maximum of three months.
- i) Eurojob is not liable for accidents (or incidents) involving the agency workers provided by it, or for accidents (or incidents) which are caused by the aforementioned agency workers at the client's, or at third parties' for the performance of the work for the client, with the exception of intent and/or deliberate recklessness on the part of the agency worker in which case the liability lies with the agency worker himself or herself. The client indemnifies Eurojob against all claims from third parties, including the agency worker himself or herself, in this regard.
- j) Eurojob and the client can only make written agreements concerning the minimal deployment of agency workers belonging to a certain target group or allocation group (Social return on investment). Save for differing agreements in the assignment, Eurojob is never attributably remiss in the performance of the assignment if the agreements concerning Social return on investment cannot be fulfilled. Eurojob shall inform the client about this in due time, following which the parties shall enter into consultation regarding (replacement) agency workers and the applicable client rate. Insofar as and for as long as an agency worker belonging to a certain target group or allocation group, or a replacement agency worker cannot reasonably be made available to the client, the client is not obliged to pay Eurojob the client rate unless the agency worker cannot be made available due to a cause which is attributable to the client. Eurojob is not liable for any damage, fines and/or costs (all in the broadest sense of the word) on the part of the client if the agreements regarding Social return on investment cannot be fulfilled. Reference is made to article 20 paragraph g) in regard to any consequential damage.

#### **Article 15: Employment**

- a) The temporary employment contract is effected between the agency worker and Eurojob. The CAO for Agency Workers applies to this agreement insofar as this was declared to be generally binding. There is no contract of employment between the client and the agency worker.
- b) The client shall deploy the agency worker in accordance with the provisions of the assignment and general terms and conditions, in particular those in articles 11 and 12.
- c) The client may only deploy the agency worker in a different manner from that stipulated in paragraph a), if Eurojob and the agency worker have consented to this in writing in advance. Conditions can be attached to such consent.
- d) Employment of the agency worker abroad is only possible for a fixed period subject to this having been already agreed on assignment and the agency worker having given his consent in writing.
- e) Eurojob shall regularly request confirmation of the fact that the agency workers made available perform their work under the guidance and supervision of (employees of) the client, and that the authority to issue instructions for the work lies with (employees of) the client. The client is obliged to provide Eurojob with a written response in a timely manner.

#### **Article 16 Identification and personal data**

- a) Eurojob is responsible for establishing and verifying the identity of the agency workers and is obliged, prior to commencement of the work, to process the necessary personal data (and, if applicable, the work permit for persons from outside the European Economic Area) in respect of the assignment.
- b) On commencement of the deployment, the client establishes the agency worker's identity on the basis of the original identity document and the client must verify that the agency worker carries an original identity document on his person during the work.
- c) The client shall handle the personal data of agency workers that come to its knowledge in the framework of the deployment confidentially and shall process the data in accordance with the provisions of the General Data Protection Regulation (Implementation) Act and other relevant legislation.
- d) In any case of a data breach where there is a chance of loss or unlawful processing of personal data, the client is obliged to report this to the Dutch Data Protection Authority. Eurojob shall then inform the affected agency workers.

- e) Eurojob is not liable for penalties or claims imposed on the client because the client did not fulfil its obligations as referred to in the foregoing paragraphs. Penalties and additional assessments imposed on Eurojob as the consequence of the client not correctly establishing or verifying the identity of the client's employees shall be charged on to the client.

#### **Article 17. Company car, works closure**

- a) If the client intends to provide the agency worker with a car, the client shall also promptly communicate this to Eurojob. The client shall only agree to allow the agency worker to utilise the car for personal use in consultation with Eurojob, so that Eurojob can take this into account in the withholding taxes and any payable expense allowances. If the client fails to do this, it is obliged to compensate for the damage, costs and fiscal or otherwise consequences incurred by Eurojob.
- b) If during the deployment a works closure or mandatory day off occurs or has been arranged, the client shall inform Eurojob about this on entering into the assignment, so that Eurojob can take this into account in the drafting of the employment conditions. If the client fails to do this, it is liable to Eurojob during the works closure for the number of hours as agreed in the assignment or which the agency worker would reasonably be expected to work, multiplied by the latest applicable rate.

#### **Article 18. Proper management and control**

- a) With respect to exercising control over or managing the agency worker and in relation to the performance of the work, the client shall conduct itself in the same careful manner as it is required to do for its own employees. If it appears that the client is not acting in accordance with the foregoing, Eurojob can proceed to institute sanctions towards the client, which sanctions can include but are not limited to the withdrawal of the agency worker, suspending performance of the agreement, or dissolving the agreement.
- b) The client is not allowed to in turn 'lend' the agency worker to a third party, i.e. make available to a third party for the performance of work under the control or management of this third party. Such loaning to a third party is also understood to include loaning to a person or legal entity to which the client is connected in a group or corporate arrangement, as referred to in Section 7:691 paragraph 6 DCC.

#### **Article 19. Guarantee of safety and indemnity**

- a) The client is aware that in accordance with the Working Conditions Act (Arbeidsomstandighedenwet) and Section 7:658 DCC it has an obligation to provide a safe workplace for the agency worker. The client provides the agency worker with specific instructions to prevent the agency worker from suffering harm in the performance of his work. In addition, Eurojob obliges the client to provide personal protective equipment to the agency worker if work is involved which might possibly result in harm.
- b) More specifically, the client is obliged:
- i. Prior to the commencement of the temporary work, to provide Eurojob and also the agency worker with information about the professional qualifications required by the agency worker as well as a document detailing the specific characteristics of the job to be undertaken. To provide active information to the agency worker with regard to the Risk Inventory and Evaluation (RI&E) used within its company.
  - ii. To enable the agency worker to perform the work under the customary conditions at the client or under the conditions agreed between the parties.
  - iii. To provide the agency worker with adequate workspace and ensure that the work can be carried out or the workspace is set up in accordance with the requirements imposed by the Working Conditions Act (Arbeidsomstandighedenwet) and the ensuing and related legislation and regulations.
  - iv. To report exposure of the agency worker to hazardous substances or a hazardous or unsafe situation, as well as accidents or near accidents and industrial diseases to the competent authorities in accordance with the rules applicable thereto and immediately inform Eurojob accordingly. To this end, the client shall observe the applicable formalities, such as drafting a report.
- c) If the agency worker is affected by an industrial accident or an industrial disease, the client shall inform the competent authorities forthwith and ensure that a report is drawn up promptly which establishes the circumstances of the accident in such a way that it is possible with a reasonable degree of certainty to determine whether and to what extent the accident was the result of insufficient measures having been taken to prevent such an industrial accident or such an industrial disease.
- d) The client shall compensate the agency worker for all loss (including costs along with the actual costs of legal representation) that the agency worker suffers in the performance of his work, unless the client legally or otherwise proves that it fully complied with the aforementioned obligations in paragraphs a), b) and c) or its obligation of care pursuant to Section 7:658 DCC or that the damage was the consequence to a significant extent of intent or deliberate recklessness on the part of the agency worker. If the industrial

accident results in death, the client is obliged to compensate for the loss (including costs along with the actual costs of legal representation) under the aforementioned conditions in accordance with Section 6:108 DCC to the persons mentioned in that Section.

- e) The client shall compensate the agency worker for all loss (including costs along with the actual costs of legal representation) that the agency worker suffers due to an item which belongs to the agency worker and which is used by him for the assigned work becoming damaged or destroyed. The client shall indemnify Eurojob against all claims in this regard.
- f) The client shall adequately insure itself against liability arising from the provisions of paragraphs a) to e) inclusive.
- g) The client is obliged towards Eurojob to fully comply with all obligations as referred to in paragraphs a) to e) inclusive and indemnifies Eurojob at all times and fully against claims, including those of agency workers, and all related costs including actual costs of legal representation made against Eurojob regarding the non-fulfilment of any aforementioned obligation, without prejudice to any other rights or rights of claim of Eurojob towards the client.

#### **Article 20: Special exclusion of liability for damage and indemnity**

- a) Eurojob is not liable towards the client for damage or loss caused to the client or to third parties by the agency worker.
- b) The client indemnifies Eurojob against any liability (including costs along with the actual costs of legal representation) of Eurojob as employer of the agency worker, directly or indirectly, ensuing from the damage or loss caused by the agency worker to the client or third parties.
- c) The client shall adequately insure itself to cover this indemnity and to cover the underlying liabilities.
- d) Eurojob is not liable towards the client for commitments entered into by agency workers with the client or third parties, or which have arisen for them towards the client or third parties, whether or not with the permission of the client or the third parties.
- e) The client indemnifies Eurojob against any liability (including costs along with the actual costs of legal representation) of Eurojob as employer of the agency worker, directly or indirectly, ensuing from commitments entered into by agency workers with the client or third parties, or which have arisen for them towards the client or third parties, whether or not with the permission of the client or the third parties.
- f) Any residual liability for any loss is in any case limited per event to the amount paid out for the loss by Eurojob's insurance. If Eurojob is not insured for the loss in question, or the insurance does not pay out in full, then Eurojob's liability is limited to the amount invoiced by Eurojob, or in case of continuing performance contracts a maximum of the invoice amount for the agreed period subject to a maximum of 3 months. If the amount charged is dependent on a time factor, then Eurojob's liability is limited to the amount charged to the client by Eurojob in the month preceding the report to Eurojob of the loss. In the absence of a preceding month, then the determining factor is what Eurojob would charge or has actually charged the client in accordance with the agreement in the month in which the act responsible for the damage took place.
- g) Damage as referred to under f) must be reported to Eurojob by the client in writing as quickly as possible after discovery. The client must bring the matter to the attention of Eurojob within a month at most from when it became aware, or should have become aware, of the damage.
- h) Eurojob is never liable for consequential loss.

#### **Article 21: Hourly wage and client rate**

- a) The wages and remuneration of the agency worker are determined prior to the employment, and if necessary during the employment, and are equal to the wages and remuneration allocated to comparable employees working in similar roles in the employment of the client (the so-called 'pay equivalence rule').
- b) The agency workers are remunerated by Eurojob in accordance with the CAO for Agency Workers, together with the so-called 'user company remuneration' and the so-called 'pay equivalence rule'.
- c) The following components come under user company remuneration / pay equivalence rule (hereinafter referred to as: 'pay equivalence rule'):
  - 1) Exclusively the applicable period wages in the scale;
  - 2) the applicable reduction in working hours. These can – such at the option of Eurojob – be compensated in time and/or money;
  - 3) additional payment for overtime, shifted hours, irregularity (including additional payment for public holidays) and shift work;
  - 4) Initial wage rise;
  - 5) Untaxed reimbursement of expenses: travel costs, pension costs and other costs necessary for carrying out the role;
  - 6) Increments. N.B. Different conditions apply to agency workers employed in the construction sector.
  - 7) Allowance for physically demanding conditions.
  - 8) If applicable, travelling time:

- d) Rate changes as a result of CAO obligations and changes in, or as a result of, legislation and regulations, such as fiscal and social legislation and regulations, are charged on to the client from the date of commencement of those changes and are correspondingly owed by the client, even if these arise during the term of a temporary employment contract.
- e) The client informs Eurojob in a timely, accurate and complete manner regarding the wage components of the pay equivalence rule as referred to under paragraph c), so that Eurojob is able to determine the wage for the agency worker.
- f) If the wages and remuneration of the agency worker cannot be determined in accordance with the pay equivalence rule, they are to be determined through consultation between Eurojob, the agency worker and the client. The level of training and the experience of the agency worker together with the responsibilities and capabilities requisite for performance of the role are guiding in this process.
- g) Eurojob is entitled to correct the pay equivalence rule, and the client rate connected to this (with retrospective force) and charge the client accordingly if it appears that one or more of the components referred to above was incorrectly specified.
- h) If at any time it is established that the role or modified role actually being carried out by the agency worker ought to have resulted in a higher hourly wage, Eurojob shall correspondingly correct the hourly wage of the agency worker and the client rate and the client shall be liable to Eurojob for this corrected rate from the moment the role was changed.
- i) If in the course of an assignment, the role of the agency worker changes in the sense that this role corresponds to work classified as lower, the hourly wage and the client rate shall remain unchanged.
- j) If, in accordance with the ABU, NBBU or the client's CAO, the agency worker should receive an increment, Eurojob may increase the hourly wage of the agency worker by the applicable amount according to the CAO without the prior approval of the client.
- k) The foregoing does not affect the fact that Eurojob and the agency worker must have agreed in writing to the role change. To this end, the client shall submit a proposal to change the role in a timely manner to the employment agency and temporary agency worker and obtain written consent prior to its implementation.
- l) If the employment of an agency worker ends but the agency worker is replaced by another agency worker with continuation of the assignment with respect to that other agency worker, the hourly wage with respect
- m) to that other agency worker shall be determined on the basis as stated in this article and the corresponding client rate shall be amended.

#### **Article 22: Increase in the client rate as result of increases in wages, taxes, and/or general costs**

- a) Eurojob is entitled to increase the client rate by the full amount or the proportional amount ensuing from one or more of the following cost increases with respect to the assigned temporary work.
- increase in the hourly remuneration of the agency worker as the result of a change in the CAO for Agency Workers or of the wages regulated by such, or as the result of a government measure or binding regulation, or as the result of (the applicability of) any provision contained in the assignment and the associated conditions;
  - increase in the costs connected to the temporary work as the result of a change in the CAO for Agency Workers or as the result of a government measure or binding regulation relating to the employment conditions of the agency worker in a general sense;
  - increase in the costs connected to the temporary work as the result of a change in the employer's share relating to contributions under social insurance legislation or in other contributions to be specified by Eurojob and pension contributions (to always include increases in those contributions that are based on increases in the risks covered);
  - increase in the costs connected to the temporary agency work as the result of a change in social taxes and/or fiscal legislation or as the result of the introduction of new taxes or contributions based on the law, the CAO for agency workers or any binding regulation;
  - increase in the costs in the broadest sense of the word that are connected to the temporary work for the agency worker or for Eurojob due to placement abroad.
- b) If, for any cause attributable to the client, the hourly wage and/or the client rate was/were set too low, Eurojob is entitled, also with retrospective force, to bring the hourly wage and client rate up to the correct level and to charge the client what has been underpaid and the client is obliged to pay the amount owed in return. This is without prejudice to any right of Eurojob to take any other (additional) actions against the client.

#### **Article 23: Special minimum payment obligation**

- a) If the agency worker reports at the agreed time and place for the performance of the temporary work but the client is not in a position to have the temporary work commence, the client is obliged to pay Eurojob the client rate calculated at three hours worked, notwithstanding the client's other obligations towards Eurojob.
- b) If by virtue of the assignment the scope of the temporary work comes to less than 15 hours per week and the time periods when the temporary work has to be performed are not fixed, or if the scope of the temporary work is not fixed or not fixed clearly, the client is



at least obliged to pay Eurojob the client rate calculated at three hours worked, notwithstanding the client's other obligations towards Eurojob.

#### **Article 24: Invoices based on time sheets**

- a) Eurojob's invoices are issued based on the client's time sheets signed for approval, or exports from time recording systems and/or the client's own software and/or Eurojob entry portals to which the client connects. Eurojob reserves the right to submit time sheets digitally.
- b) The client is obliged to ensure directly or indirectly that the correct number of hours worked and overtime hours are clearly entered on the time sheet as well as - if requested - the agreed rate or job category, that columns which do not apply are struck through and that the actual costs incurred, if any, are truthfully completed. In this context the client ensures that during the performance of the work the number of hours worked and overtime hours do not exceed what was agreed or amended at the time of the assignment or subsequently. After checking, the client signs the time sheet as approval thereof. If the client does not approve the time sheets, which may be submitted in written form or digitally, within 7 days after their arrival, then Eurojob shall regard the time sheet as provided to it by the agency worker as the truth. The invoicing to the client shall take place based on the hours as stated on this time sheet.
- c) If the agency worker disputes the details given on the time sheet, Eurojob can invoice the number of hours worked and other costs in accordance with the agency worker's statement, unless the client shows that the time sheet is correct.
- d) In the event of a discrepancy between the time sheet submitted to Eurojob and the copy held by the client, the time sheet submitted to Eurojob is considered as full proof of the amount stated in the invoice.
- e) If the agency worker disputes the client's time sheet and the client has not fulfilled its obligations under paragraph b), Eurojob is entitled towards the client thus: to set the worked period(s) to the duration of the full working time of the working week that applies to employees in the client's employment provided the parties have not deviated from that expressly and in writing for the assignment together with a statement of the valid working time under the terms of the assignment. In the latter case, Eurojob is entitled to set the worked period(s) to the duration of the full working time agreed for the assignment taken over the relevant period thus: for a Eurojob official to come up with a binding determination between the parties of the worked periods having listened as far as possible to the agency worker(s) and the relevant official(s) in the client's company.
- f) Invoices are partially made up of, or also submitted in relation to, payment obligations of the client which stem from the provisions of the assignment and/or the general terms and conditions, but which are not related to a time sheet.
- g) Eurojob is not liable for any damage, penalties and/or costs (all of this in the broadest sense of the word) on the part of the client, or that are imposed on the client, in connection with the failure to comply with its obligations either completely, on time and/or correctly as stated in this article. The client is obliged to fulfil all obligations in this article and indemnifies Eurojob fully from damage, penalties and/or costs (all of this in the broadest sense of the word, including the actual costs of legal representation), including but not limited to penalties from the Inspectorate of Social Affairs and Employment (Inspectie SZW) and/or additional tax assessments by the Tax Administration. The client must exercise particular care to truthfully complete and check the time sheets, in accordance with the number of hours actually worked by the agency worker. The foregoing is without prejudice to any residual rights of claim of Eurojob.

#### **Article 25: Payment and consequences of non-payment**

- a) The client is at all times obliged to pay each invoice submitted by Eurojob for deployed agency workers within 14 calendar days of the invoice date unless agreed otherwise.
- b) If the client disputes an invoice, this must be notified in writing to Eurojob within 7 days of the invoice date of the invoice in question, at risk of forfeiting the right to contest the invoice. A dispute concerning the invoice does not suspend the client's obligation to pay.
- c) Direct payment or the provision of advances to the agency worker by the client are not permitted, irrespective of the reasons or the way in which this takes place. Such payments or dispensations are not Eurojob's concern and do not provide any grounds for any debt repayment or set-off.
- d) If an invoice from Eurojob is not paid within 14 calendar days, from then on the client is in default without further judicial notice of default being required and liable for interest on the outstanding amount of 2% per calendar month, whereby part of a month counts as a full month.
- e) The print-out or copy in Eurojob's possession of the invoice sent by Eurojob constitutes full proof of the liability to pay interest and the day on which the interest computation begins.
- f) Objections relating to any invoice must be submitted to Eurojob in writing within 7 calendar days of the date of the invoice. The onus is on the client to prove the complaint was submitted in time. After this period, complaints are no longer dealt with and the client has forfeited its right of objection. An objection does not detract from the obligation to pay.

- g) All costs of collection, including the full costs of legal representation, both in and out of court, by whomsoever granted, are entirely for the client's account. The fee for extrajudicial collection costs is fixed at 15% of the principal sum owed including interest with a minimum of € 250 per claim. As soon as legal representation is invoked by Eurojob or the claim is handed over by Eurojob for collection, this fee shall always be charged to and owed by the client without any further proof required.
- h) Only if the employment agency has a G account can the request the employment agency to consult about the facility for the user company to pay in a percentage of the invoiced amount into the relevant account, as well as the amount of the percentage. The aforementioned option can only be used if agreement has been reached.

#### **Article 26. Prevention of unacceptable discrimination**

- a) In the recruitment, selection and provision of agency workers to clients, Eurojob takes into consideration the statutory provisions, the CAO for agency workers, the assignment and the applicable general or other conditions and in distinguishing between the agency workers is guided only the reasonable functional requirements.
- b) To prevent selections that are not permitted, particularly with respect to religion, personal beliefs, political affinity, gender, race or any other grounds, the client may not make, and Eurojob may not consider, any non-job-related requirements in its provision of information regarding the work to be performed.

#### **Article 27. General compensation for damage**

- a) If the client fails to fulfil one or more of its obligations to Eurojob or the agency worker which ensue from the assignment or from these general terms and conditions, the client is liable towards Eurojob for the compensation of all damage (including costs along with the actual costs of legal representation), that ensues for Eurojob directly or indirectly, without notice of default being required. This provision is without prejudice to Eurojob's right to bring any other claims against the client, including a claim for performance, and take other legal measures such as invoking termination.
- b) The aforementioned provision of paragraph a) of this article is of general applicability both in respect of conditions for which the client's liability for compensation has already been provided for separately, and conditions for which this is not the case. This provision never detracts from the obligations ensuing from article 10.

#### **Article 28. Confidentiality**

- a) The employment agency and the user company shall not provide third parties with any confidential information from or about the other party, its activities and relationships, that come to their knowledge as a result of a proposal or temporary employment agreement. This unless – and then insofar as – the provision of that information is necessary so as to properly execute the temporary employment agreement or they are subject to a legal obligation to disclose.
- b) At the request of the user company, the employment agency will oblige the agency worker to maintain confidentiality with regard to all that he becomes aware of when performing the work, unless the agency worker has a legal obligation of disclosure.
- c) The user company is free to immediately obligate the agency worker to confidentiality. The user company informs the employment agency about its intention to do this and provides the employment agency with a copy what was documented about that.
- d) The employment agency is not liable for any fine, judicially imposed penalty or any damage to the user company as the consequence of violation of the confidentiality obligation by the agency worker.

#### **Article 29: Final provisions**

- a) If one or more provisions of the assignment or these general terms and conditions proves to be not legally valid or cannot legally be applied, the other provisions of the assignment and the general terms and conditions remain in force.
- b) The provisions which are not legally valid or which could not legally be applied, shall be replaced by provisions that resemble as closely as possible the purport of the provisions for replacement, such that the replacement provisions are indeed legally valid.
- c) The applicability of general terms and conditions of whatsoever nature from the client are expressly dismissed, even if the client expressly declares its general terms and conditions applicable to the temporary employment agreement.
- d) The assignments between Eurojob and the client are exclusively governed by Dutch law.



- e) All disputes arising from or connected with a legal relationship between the parties to which these general terms and conditions apply will be settled in the first instance exclusively by the competent court of the district in which Eurojob's principal place of business is registered.

## **I. RECRUITMENT AND SELECTION**

These provisions are specifically and exclusively applicable to recruitment and selection. In case of any conflict between the General provisions (I) and these provisions, these provisions prevail over the General provisions.

### **Article 30. Procedure**

- a) Following an assignment for that purpose from the client, Eurojob must endeavour to recruit and select suitable candidates for a vacant position or to perform work for the client, with the intention that these candidates will be employed after approval by the client. Eurojob shall only commence work after it has received the assignment form signed by the client.
- b) Eurojob shall use the agreed selection channels and methods as well as its knowledge of the labour market, but it has complete freedom in the way in which it selects the candidate to be put forward to the client. Candidate proposals are made to the best of our ability in accordance with good professional standards and are based on the wishes and requirements expressed by the client.
- c) Requirements that are not relevant to the position and which moreover lead, or could lead, to direct or indirect discrimination such as those relating to race, religion, gender and/or handicap, are not allowed to be set by the client. In any event these shall not be honoured by Eurojob.
- d) Unless otherwise agreed in writing, Eurojob is not obliged to ask candidates for personal or business references for the purpose of gathering information about the employment history and/or the personal history of the candidate. Eurojob shall not actively gather information relating to history of incapacity for work.
- e) In relation both to information obtained by Eurojob and information voluntarily given to Eurojob by the candidate, Eurojob is not obliged to pass on the information obtained to the client. Eurojob is free to decide which information it makes available to the client.
- f) Eurojob assumes that any references and/or information obtained from the candidate are correct. Eurojob is not obliged to verify this information for correctness and thus Eurojob shall not accept any liability whatsoever for damage ensuing from the fact that the information proved to be incorrect.
- g) Eurojob is not liable if the candidate appears not to meet the requirements or expectations of the client or for damage caused by the candidate, unless this is the demonstrable consequence of an attributable shortcoming by Eurojob in the recruitment and selection.
- h) Eurojob is never liable for damage suffered by the client, in the broadest sense of the word, if a candidate put forward by Eurojob decides not to enter into an employment relationship with the client or decides to prematurely or otherwise terminate an employment relationship entered into with the client.

### **Article 31. Obligations of the client**

- a) On the one hand, the candidate is recruited and selected based on the job profile, information in relation to the work to be performed, the required qualities, competencies, salary level, etc. provided by the client and, on the other hand, based on what Eurojob knows about the knowledge, training level and skills of the available candidates.
- b) The client is itself responsible for independently verifying the expertise and skills of the selected candidate. The client is itself responsible for deciding to enter into an employment contract with a candidate put forward by Eurojob, as well as for the contents of this employment contract.
- c) If the assignment is entered into based on exclusivity, the client must refrain from filling the vacancy independently or through the use of third parties.
- d) If during the course of the assignment or within twelve months of its termination, the client actually enters into an employment relationship with a candidate selected by Eurojob, either directly or via a third party designated by the client, then the client is liable for an immediately due and payable penalty not subject to judicial mitigation that is equal to the fee which would have been charged if the recruitment and selection had led to an employment contract.
- e) The client is obliged to inform Eurojob if a proposed candidate is accepted or rejected by means of a copy of the employment contract or a rejection letter.



### **Article 32. Fee**

- a) The fee for recruitment and selection amounts to a percentage to be further agreed of the gross annual salary to be increased by the holiday allowance which the candidate shall receive on taking up employment. In respect of persons who were recruited and selected and who carry out work for the client by entering its employment directly without Eurojob's intermediacy, the client is liable to Eurojob for an additional amount to be further agreed, with a minimum of € 15,000. If the person who was recruited and selected carries out work for the client without entering the client's employment and without Eurojob's intermediacy, the client is liable to Eurojob for an additional amount to be further agreed, with a minimum of € 15,000.
- b) Gross annual salary is understood to mean the holiday pay, bonuses, profit-sharing scheme, end-of-year bonus, commission and the fiscal addition of items made available such as a car. If and insofar as income components are dependent on performance or results, it is assumed that these are achieved to the maximum.
- c) Costs that are not included in the assignment/contract but that are related to its performance, such as costs for advertisements, psychological tests, assessments, travel and accommodation expenses of the candidates, etc. shall be charged to the client by Eurojob following the client's agreement.
- d) The client is obliged to provide the salary details required to determine the fee within 14 days of a request to that effect from Eurojob.
- e) If the client fails to provide information about the salary on time, or provides insufficient or incorrect information, Eurojob has the right to determine a gross monthly salary which is in line with market conditions based on the information about the position and the labour market in its possession, and invoice the fee in accordance with this assessment.

### **Article 33. Invoicing**

- a) Invoicing will take place upon commencement of the work by the candidate. The assignment shall be deemed to have been completed successfully.