

# General Terms and Conditions

as at 1 January 2024



**tempo team**

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as at January 2024

**for the recruitment, selection and  
placement of workers.**



***tempo team***

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# Introduction and explanation

## General

The General Terms and Conditions of Tempo-Team apply to the recruitment, selection and placement of workers (and related services) by the subsidiaries of Tempo-Team Group bv, unless otherwise agreed or confirmed. These terms and conditions are based partly on the General Terms and Conditions for the placement of temporary agency workers of the Dutch Federation of Private Employment Agencies (ABU). Tempo-Team is a member of the ABU.

An assignment (agreement) exists between you and Tempo-Team, to which these general terms and conditions apply. The main subjects of the general terms and conditions are briefly explained below.

## Recruitment and selection

The recruitment and/or selection may be aimed at temporary agency work/ secondment of the candidate or at direct employment of the candidate at your organization. This depends on your requirements.

In both cases, Tempo-Team will make efforts to find you a suitable candidate in good time, who will continue to work for you for the agreed period. Tempo-Team is specialized in this field and will do its very best in that respect to honor the requirements of its clients as well as possible, for example with regard to training, skills and availability. However, the labor market is too volatile to be able to guarantee that this will always be possible. Tempo-Team is also dependent on the clients, the nature of the work and the candidates' wishes. You decide for yourself whether to deploy a candidate nominated by Tempo-Team on a temporary agency work or secondment basis, or to offer them an employment contract.

If Tempo-Team's recruitment and/or selection efforts lead to an employment contract between you and the candidate, you pay a once-only fee.

In the case of temporary agency work/secondment, the charge for the recruitment and/or selection is included in the hourly rate that you pay. If Tempo-Team is to be able to recover its investment in recruitment, selection and binding employees, it is necessary that the employee can then actually be placed at your company for some time. A minimum term therefore applies before you can employ a temporary agency worker yourself. If you nevertheless want to give the worker an employment contract before then, this is possible. In that case, you will pay a fee.

## Temporary employment and secondment

### Three-way relationship

The content of these General Terms and Conditions is largely based on the special nature of the contract staffing relationship, which differs materially from e.g. the supply of goods or contracting work. 3 parties are involved in the contract staffing relationship: the client, the employee and the temporary employment agency. The following is important for a clear understanding of the relationship between all the parties concerned and the hows and whys of these General Terms and Conditions.

An assignment contract exists between the employee and Tempo-Team. This is a special employment contract, under which Tempo-Team places the employee with you to perform work under your management and supervision. The employee is therefore formally in the employ of Tempo-Team. The employee is employed on the basis of an assignment contract with a 'temporary agency work clause', a fixed-term assignment contract or an assignment contract for an indefinite period. As long as the temporary agency work clause applies, the assignment contract is terminated if you terminate the temporary agency work. If the employee is working on the basis of a temporary agency work fixed-term or permanent contract, the end of the temporary agency work does not automatically mean the end of the contract between the employee and Tempo-Team. This is then usually referred to as 'secondment'.

However, this term is not included in the General Terms and Conditions. These follow the statutory terminology ('assignment contract', 'placement'). The employee's legal position and working conditions are regulated in the (ABU) Collective Labor Agreement (CLA) for temporary agency workers. The core of this CLA is that the employee builds up more rights the longer that he or she works for the temporary employment agency.

An assignment (agreement) exists between you and Tempo-Team, on the basis of which an employee can be placed. No (employment) contract exists between the employee and you, as the client. However, the employee is actually working for you as a client. You are also responsible for the management and supervision of the work.

### **Implementation of Management and Supervision/Liability**

Every temporary employment agency is dependent on the client for a number of (statutory) obligations arising from the formal employer's role. This could include the termination of contract staffing 'at the client's request', compliance with the rules regarding working times, the provision of information on the job and your payment regulations and the provision of a 'Working Conditions document' to the employee. Tempo-Team must be able to count on your cooperation where necessary.

As mentioned earlier, you, as the client, are responsible for the (implementation of) the work by the employee at your business. Tempo-Team has no influence on the work and the circumstances in which this is performed. You are therefore responsible for the work and the working conditions. You are expected to instruct, supervise and treat a Tempo-Team employee just as well as your own employees. For example, the Working Conditions Act provides that the client is regarded as the employer of the employees placed with it. Further to this responsibility, the client is also liable if damage occurs. We advise you to review your insurance policy in this regard and to adjust it if necessary.

### **The duration of the assignment**

The duration of the assignment is coordinated with you as closely as possible. There are 2 possibilities:

- An assignment for a fixed period ('fixed term'): this cannot be terminated in the meantime unless the employee works on the basis of a temporary employment contract with a temporary employment termination clause or it is explicitly agreed that interim termination is permitted;
- An assignment for an unknown period ('indefinite period'): this can always be terminated, in observance of a notice period, unless it is agreed that this is not possible for a particular period.

Depending on the service and the duration of the (renewed) assignment, the notice period is 15 or 30 days. Recruitment and selection assignments can be terminated immediately.

In all cases the assignment will be terminated if the other party attributably fails to comply with the agreements or becomes unable to pay (for example in the case of insolvency). The assignment is also terminated if the employment relationship between Tempo-Team and the employee ends, for example because the employee finds a job elsewhere.

### **Other services**

Tempo-Team can provide additional services, together with our services in the fields of recruitment, selection and temporary and contract staffing.

### **Planning**

On request, Tempo-Team can take care of the planning of your flexible and even your permanent staff. You say where and when you need an employee for a particular job. Tempo-Team will then search for a suitable candidate and plans them in for you. The planning can be viewed via the internet portal. It is up to you to check and approve the planning. See also chapter 5.

### **Advice**

Sometimes Tempo-Team will send you suggestions or tips, on request or otherwise, for example with regard to the placement of flexible staff. If you want more detailed advice, we will reach written agreements on this with you. Tips and advice are intended to inform you and to support you in your business operations. It is up to you whether you follow the advice. But even if you do, we cannot guarantee that you will always achieve the result you envisage with this. After all, this depends on various circumstances which Tempo-Team cannot always influence. See also chapter 6.

### **Charges**

With contract staffing, the fee you pay includes the costs of the temporary staff (wage costs, social security contributions etc.) and a margin. The employee's pay and other employment benefits are fixed in observance of the (ABU) CLA for Temporary Agency Workers and the law. On the basis of the CLA, every employee has the right, in principle, to the same remuneration as your own employees who do the same or equivalent work. However, this applies only for the

remuneration elements forming part of the 'hirer's remuneration'. On 1 July 2023, this consists of the salary, regular and general pay rises, any leave in lieu of the shorter working week (ATV), where applicable, bonuses, work-from-home allowances, for travel hours/travel time once-only payments, all expense allowances and fixed end-of-year payments.

Tempo-Team is dependent on the information you provide on the job, the applicable remuneration regulations and any pay rises in order to determine the correct remuneration. The fees will also be fixed or changed on the basis of that information.

As the (expected) costs of temporary staffing can also increase during an assignment, as a result of e.g. (regular or general) wage rises, CLA changes, changes in premiums or an increase in the expenditure and/ or the provisions to be made by Tempo-Team for training, sick leave and the like, Tempo-Team has the right to implement changes to the fees in the course of the assignment as a result of such cost price increases.

A once-only fee is charged for recruitment and selection (aimed at an employment contract between you and the candidate). Planning usually involves an hourly rate and advice an hourly rate or a rate per day or half-day.

Charges may be index-linked annually, in connection with an (expected) increase in the general costs of the business operations.

If you are charged for certain expenses allowances, these will increase only if the relevant expenses allowance actually increases.

## **Payment and invoicing**

Payment and invoicing for temporary and contract staffing take place on the basis of the time registration and the agreements that have been made in these terms and conditions and in the order confirmation/contract on the hours to be invoiced. You are responsible for the accuracy of the data in these records. Time registration usually takes place digitally. You can then receive the statements of hours via the internet portal. These are based on the time records submitted by the employees (via the portal) and the agreements reached, unless Tempo-Team also provides the planning for you. In that case, the statements of hours are based on the planning. It is important that you check the statements of hours/the realized plans no later than on the Monday after the end of the working week to which these records relate, and correct them if necessary. If you do not do this in time, we will assume that the statements of hours presented have been approved and weekly payments and invoicing will take place on that basis. If Tempo-Team also provides the planning, we will ask you to actively approve the plans realized, in a timely manner.

In order to keep prefinancing costs under control, Tempo-Team has a payment term of 14 days. A payment term of 14 days also applies for recruitment and selection and provision of other services.

In principle, invoicing for advice assignments takes place monthly in advance (pre-payment).

## **ICT**

ICT resources are used increasingly frequently. For example, time registration usually takes place digitally, via our internet portal. Current and historical information on your assignments can also be found in the internet portal. You will be assigned rights of use as part of and for the duration of our service provision. The information that Tempo-Team provides you with, via the internet portal or in other ways, often contains personal data and is of a confidential nature. Please therefore treat this with care and make this information available to employees in your organization only on a 'need-to-know' basis.

# 1 Introductory provisions

## Article 1: Scope of application

1. These General Terms and Conditions apply to all offers, assignments and other agreements between Tempo-Team and the client concerning Tempo-Team services, with the exception of payroll services, in as far as the terms and conditions, by their nature and content, are applicable to the relevant service. In as far as (part of a) specific provision conflicts with a general provision, that (part of the) specific provision takes precedence over the general provision.
2. The client's procurement or other terms and conditions do not apply and are explicitly rejected by Tempo-Team.
3. Agreements differing from these General Terms and Conditions apply only if confirmed by Tempo-Team in writing or agreed in writing with Tempo-Team. Such differing agreements apply only for the assignment(s) or other agreement(s) to which they are declared to apply.

## Article 2: Definitions

- **Offers:** all legal actions aimed at the realization of assignments or other (framework) agreements, including proposals, offers and price quotations;
- **Advice:** the provision of advice to the client in the field of staffing and/ or organizational issues, aimed, for instance aimed at (strategic) staff planning and cost savings, and all work performed for the preparation or implementation of that advice by Tempo-Team, such as conducting research, creating reports or analyses, giving training courses and coordinating the implementation of the recommendations;
- **Allocation group:** this group is described in the CLA and consists of employees at a distance from the labor market who, at Tempo-Team's discretion, may be paid in accordance with the CLA remuneration or the hirer's remuneration;
- **Employment relationship between the client and candidate or employee:** an employment contract, an agreement to contract work and/or an assignment contract between the client and the candidate or employee, or:
  - an official appointment of the candidate or employee at the client;
  - the hiring of the candidate or employee by the client via a third party (e.g. another temporary employment agency);
  - an employment relationship between the candidate or employee and a third party designated by the client or affiliated to the client in a group, regardless of the nature of the work to be performed by the candidate or employee.
- **CLA:** the (ABU) Collective Labor Agreement for Temporary Agency Workers. The current CLA can be viewed at [www.Tempo-Team.nl](http://www.Tempo-Team.nl);
- **Service(s):** the Tempo-Team services aimed at the placement of employees, recruitment and selection and the associated services;
- **Economic sanctions:** all sanctions and/or economic measures arising in laws and regulations, treaties and embargos and other decisions of institutions relevant to the Netherlands, including the European Union and the United Nations;
- **Fully or largely predictable working times:** the working times referred to in Article 7:655(6)(i)(1°) of the Dutch Civil Code;
- **Fully or largely unpredictable working times:** the working times referred to in Article 7:655(6)(i)(2°) of the Dutch Civil Code;
- **ICT resources:** technological tools used by Tempo-Team in the provision of services, to which the client is granted direct or indirect access as part of the services, such as (interactive) websites, internet portal(s), computer systems, time registration systems, software, links (application interfaces), applications (apps) and e-mail;

- **Hirer's remuneration:** the hirer's remuneration as defined in the CLA<sup>1</sup>.
- **Internet portal:** the non-public (sections of the) Tempo-Team websites, in as far as these are accessible to clients in relation to (the implementation of) one or more services;
- **Candidate:** every natural person proposed to the client by Tempo-Team, or with whom the client comes into contact via Tempo-Team with a view to contracting an employment relationship with the client or the placement of that person with the client or a third party to be designated by the client in observance of these terms and conditions;
- **Employee:** every natural person made available to one or more clients by Tempo-Team in order to perform work, on the basis of an assignment contract as referred to in Article 7:690 of the Dutch Civil Code, under the management and supervision of that/ those client(s) or a third party to be designated by the client(s) in observance of these terms and conditions. In the interests of legibility, these terms and conditions always refer to 'the employee', 'he' and 'him'. This also refers to female employees, 'she' and 'her';
- **Assignment:** the agreement between the client and Tempo-Team on the basis of which Tempo-Team provided one or more services. Recruitment and selection assignments (always) concern a single candidate. Staffing assignments (always) concern a single employee;
- **Client:** every natural person or legal entity with which Tempo-Team contracts an assignment or other agreement or to which Tempo-Team makes an offer;
- **Call-up:** the employee's call-up<sup>2</sup> to perform work for the client;
- **On-call agreement:** an employment contract as referred to in Article 7:628a of the Dutch Civil Code<sup>3</sup>;
- **Planning:** the planning and call-up of staff, including employees, other flexible staff and/or the client's own staff for work under the management and supervision of the client;
- **Pre-employment screening:** the background check performed by Tempo-Team in respect of a candidate at the request of the client before the activities commence;
- **Reference days and times:** the days and hours at which the employee may be required to perform work, as referred to in Article 7:655(6)(i)(2<sup>o</sup>) of the Dutch Civil Code;
- **Related service:** service provision that supports or relates to the service provision of Tempo-Team in the fields of placement and/or recruitment and selection of candidates and that is implemented, usually in combination with the aforementioned services, but which may also be carried out as an independent assignment. This includes e.g. the provision of ICT resources, management information, planning or advice;
- **In writing:** exchanged in writing by means of (an) electronic message(s) such as via e-mail or the internet portal;
- **Fee:** the fee payable by the client to Tempo-Team for the service performed or to be performed on the basis of the assignment, exclusive of VAT;

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1. According to the CLA applying on 1 July 2023, the hirer's remuneration is composed of the following elements:
    1. Exclusively the applicable periodic pay in the scale;
    2. The applicable reduction in working hours per week/month/year/period. This may be compensated in time and/or money such to be decided by Tempo-Team;
    3. All allowances;
    4. Initial wage increase, amount and time as determined by the client;
    5. All expense allowances;
    6. Regular wage increases, amount and time as determined by the client;
    7. Payment of travel hours/travel time related to the work;
    8. Once-only payments, amount and time as determined by the client;
    9. Work-from-home allowances;
    10. Fixed end-of-year payments: all income components that are paid out on a repetitive basis annually or regularly, such as 13th months, year-end payments and Christmas bonuses.
  2. Every call-up and any withdrawal/alteration thereof must be implemented in writing or digitally. The call-up must state the days and times at which the employee must come in to work. In principle, the call-up must always be made at least 4 days before the start of the activities. If the call-up is made at shorter notice, the employee cannot be obliged to come in to work. This also applies to changed call-ups. If the call-up is withdrawn or changed in whole or in part less than 4 days in advance, the employee will be entitled to the wage he/she would have received if he had worked in accordance with the call-up.
  3. Reference is made to the call-up agreement as defined in Article 7:628a of the Dutch Civil Code. This is the case if:
    - a. The scope of the work is not laid down as a fixed number of hours per period of:
      - at most 1 month; or
      - at most one year and the entitlement to salary is distributed evenly over that period; or
    - b. He employee is not entitled to wage if there is no work for him/her.

- **Placement of employee:** the placement of an employee to perform work, pursuant to an assignment, under the management and supervision of the client or a third party to be designated by the client in observance of these terms and conditions;
- **Tempo-Team:** every subsidiary of Tempo-Team Group by which performs services, as defined in this Article, for the client on the basis of (an) assignment(s) and/or (an) other agreement(s) with the client;
- **Sanctions lists:** lists of companies, institutions and persons that are the subject of economic sanctions;
- **Temporary agency work clause:** the written provision in the assignment contract with the employee and/or in the CLA, to the effect that the assignment contract will be lawfully terminated through termination of the placement of the employee with the client by Tempo-Team at the client's request (Article 7:691(2) of the Dutch Civil Code);
- **Confidential information:** information classified as such by the issuing party and information which the recipient knew or should have known to be of a confidential nature;
- **Mandatory training:** training necessary in order to (continue to) perform the agreed assignment, as referred to in Article 7:611(a)(2) of the Dutch Civil Code.
- **Week:** the calendar week starts and ends at midnight on Sundays;
- **Recruitment and selection:** the recruitment and/or selection of one or more candidates.

# 2 Assignments

## Article 3: Contracting, duration and termination of assignments

1. The assignment or other agreement is contracted in writing or confirmed by Tempo-Team in writing. This finalizes the assignment, unless the client immediately notifies Tempo-Team in writing, within 5 calendar days of the confirmation date, that the confirmation is an inaccurate representation of what was agreed.
2. Assignments are contracted for a fixed term or indefinite period.
3. A fixed-term assignment is an assignment contracted:
  - Either for a fixed term;
  - Or for a determinable term;
  - Or for a determinable term which does not exceed a fixed term.

Fixed-term assignments are terminated by law through the expiry of the agreed term or through the occurrence of an objectively definable event fixed in advanced.

4. Termination of the assignment means termination of the placement, unless the employee is incapacitated for work. Termination of the assignment by the client means that the placement terminates at the request of the client, because the client, for any reason whatsoever, no longer wishes or is able to hire the employee. The client, on Tempo-Team's first request, will confirm in writing that it is terminating or has terminated the assignment and the placement. If Tempo-Team cancels the assignment on one of the grounds referred to in Article 3 paragraph 6, the termination of the placement at the request of the client is implicit in the actions of the client, on which this cancellation is based.
5. Interim termination of a fixed-term assignment is not possible unless otherwise agreed in writing or confirmed by Tempo-Team or unless the employee works on the basis of a temporary employment contract with a temporary employment termination clause. If the possibility of interim termination has been agreed, the parties may terminate the assignment in writing, in observance of the notice period agreed or confirmed in writing. If no notice period has been agreed or confirmed by Tempo-Team, the notice periods given in paragraph 4 apply.
6. Every assignment may be terminated with immediate effect, with no notice period, by the other party if:
  - The other party is in default and the other party's shortcoming justifies termination;
  - The other party is taken over in whole or in part; the other party has been liquidated;
  - The other party has been declared insolvent or has submitted an application for this; or
  - The other party has applied for or has been granted a moratorium on payments.

The party that terminates the assignment pursuant to this Article is not liable for damage to the other party in connection with this termination. All claims of Tempo-Team become payable on demand as a result of the termination.

7. The client will notify Tempo-Team in good time before the end of the assignment whether and, if so, for which term and under which other conditions it wishes to continue or renew the assignment. If this concerns a staffing assignment, the client must provide this information:
  - at least 5 weeks before the expiry of the assignment, if a fixed-term assignment is involved;
  - no more than 3 working days after Tempo-Team requests the client to do so, if an assignment for an indefinite term is involved.

The client will also state whether it wishes to retain the same employee for the continuation or renewal of the assignment. Tempo-Team will process each request to continue or renew the assignment and will assess whether and under which conditions it will accept this request.

8. Provisions that by their nature are intended to continue after the end of the assignment, such as the provisions concerning payment, liability, intellectual property, confidentiality, privacy and applicable law remain in effect after the end of the assignment.

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

1. Tempo-Team is required to make efforts to implement the assignment and/ or other agreement properly, in observance of the requirements of best practices and the applicable laws and regulations. If and in as far as Tempo-Team fails to comply with this obligation, Tempo-Team is required to compensate the client for the damage arising directly as a result of this, provided that the client submits a written complaint to Tempo-Team as soon as possible, but latest within 3 months of the occurrence of the damage or of the client becoming aware of this, showing that the damage is the direct consequence of an attributable shortcoming on the part of Tempo-Team.
2. The client shall provide Tempo-Team with all the required information in a good time and shall also provide Tempo-Team with all assistance that can reasonably be required to enable Tempo-Team to fulfill the assignment and/or the other agreement properly, in observance of the requirements of best practices and the applicable laws and regulations.
3. Information provided by Tempo-Team in relation to the services, other than in an assignment (confirmation), other agreement or invoice, such as informative presentations, reports, suggestions and tips, are intended solely for the purpose of informing the client. No rights may be derived from this, other than those provided for in these terms and conditions.

# 3 Recruitment and selection

## Article 5: Recruitment and selection of candidates

1. Tempo-Team shall perform the recruitment and selection of candidates on the basis of a recruitment and selection assignment aimed at an employment relationship between the client and the candidate or on the basis of an assignment for the proposal of a candidate to the client. The client states on placement of the assignment whether it requires the recruitment and selection of a candidate with a view to contracting an employment relationship with that candidate or with a view to the temporary placement of that candidate with the client.
2. Tempo-Team may also propose potentially suitable candidates to the client on its own initiative, without an assignment or request from the client to that effect, with a view to filling (potential) vacancies.
3. On the recruitment of candidates, Tempo-Team has the right to make use of the client's trade name and logo/brand free of charge.
4. The client shall provide Tempo-Team with all relevant information for the proper implementation of the assignment and/or other agreement in good time, including an accurate job description, the required and preferred qualifications, (an indication of) the salary, working times, scope of work, working location, working conditions and the envisaged term of the assignment.
5. On the basis of the information provided by the client and the capacities, knowledge and skills of the candidates known to it, Tempo-Team will determine which candidates it will propose to the client. The client has the right to reject the proposed candidate. The client will state the reasons for any rejection in writing, on request. The choice of which candidate can be made available will be made by the client unless Tempo-Team has agreed with the client that Tempo-Team will select the candidate on behalf of the client.
6. Tempo-Team will make efforts to propose a potentially suitable candidate in good time. Tempo-Team is not attributable in default in respect of the client and is not required to pay the client compensation for any damage or costs if Tempo-Team is unable, for any reason whatsoever, to propose a candidate or to do so in good time. Tempo-Team is not liable if the candidate that it proposes:
  - cannot be made available to the client as a temporary agency worker for any reason, or;
  - does not wish to enter into an employment relationship with the client or (prematurely) terminates an employment relationship contracted.
7. Tempo-Team is not liable for damage relating to the placement of candidates and employees who prove not to meet the client's requirements and expectations, unless such damage is demonstrably the direct consequence of attributable shortcomings in the selection by Tempo-Team.
8. If the client has requested Tempo-Team to carry out a pre-employment screening and the screening has not been completed before the secondment commences and the client nevertheless requests Tempo-Team to have the employee commence the activities, Tempo-Team cannot be held liable for that period.

## Article 6: Recruitment and selection aimed at an employment relationship between the client and the candidate

1. Every recruitment and selection assignment aimed at an employment relationship between the client and the candidate is terminated by law at the time when the client reports that it has entered or will enter into an employment relationship with a candidate.
2. The client and the candidate decide whether and, if so, under which conditions they wish to contract and maintain an employment relationship.
3. By way of derogation from Article 6(2), the rate for the business units and professional groups referred to in Article 15(8)(a) is 37.5% of the annual salary, including holiday allowance, applying for the candidate's job with a full-time employment contract.

4. For recruitment and selection aimed at an employment relationship with a candidate, the client owes Tempo-Team the fee shown in the order or assignment (confirmation). If no fee is shown in the order or assignment (confirmation), the client owes Tempo-Team the fee shown in the offer. If no fee is shown in the offer either, the fee amounts to 25% of the annual salary, including the holiday allowance, for the candidate's job under a full-time employment contract. If Tempo-Team has not been notified of a salary, Tempo-Team will fix an annual salary at a commercial rate on the basis of the information available to Tempo-Team on the job and the labor market.
5. Unless otherwise agreed, the fee is payable only if the client or a third party designated by the client actually contracts an employment relationship with a candidate proposed by Tempo-Team or with which the client came into contact via Tempo-Team in some other way. The fee is also payable if the client initially rejects the candidate and later employs him after all.
6. The fee is inclusive of the costs of the usual recruitment resources and activities deployed by Tempo-Team. The fee is exclusive of the costs associated with additional recruitment resources or activities applied by agreement with the client, as well as travel and/or accommodation expenses incurred by the candidate in connection with the selection procedure. These costs will be charged separately and independently of the outcome of the mediation, even if the client terminates or withdraws the assignment without any employment relationship being contracted with a candidate proposed by Tempo-Team.
7. Unless otherwise agreed, the fee will be charged as soon as the client has reported that it has contracted or will contract an employment relationship with a candidate proposed by Tempo-Team or as soon as Tempo-Team has become aware that the client has contracted or will contract an employment relationship with a candidate.
8. If a (potential) client comes into contact with a candidate via Tempo-Team (for example because Tempo-Team proposed the candidate to the client with a view of the placement of that candidate or the realization of an employment relationship with that client) and the client or a third party affiliated to the client contracts an employment relationship with that candidate within 6 months of the realization of the contact, the (potential) client is deemed to have contracted a recruitment and selection assignment with Tempo-Team, within the meaning of this Article, and owes Tempo-Team the fee referred to in paragraph 3.

# 4 Placement of employees

## Article 7: Placement

1. The placement commences at the time when the employee begins his work.
2. If the employee has an on-call agreement and/or fully or largely unpredictable working times, the client will be responsible for calling up the employee on behalf of Tempo-Team - demonstrably in accordance with the applicable laws and regulations - unless Tempo-Team provides the schedule. The provisions of Chapter 5 of these conditions apply in the latter case. In the event the client calls up the employee, evidence of such call-ups and any cancellations thereof or changes thereto must be stored by the client for a period of 5 years.
3. Tempo-Team will inform the client on time whether the employee has an on-call agreement and/or fully or largely unpredictable working times. Unless Tempo-Team provides the planning, this information will be based partly on the information provided by the client regarding the actual deployment of the employee and the agreements reached on this between the parties. The client guarantees that this information is correct.
4. The termination of the assignment means the termination of the placement. Termination of the assignment by the client entails a request from the client to Tempo-Team to terminate the current placement towards the date on which the assignment lawfully ends. At Tempo-Team's earliest request, the client will confirm in writing that it is terminating the assignment and the placement. If Tempo-Team terminates the assignment on one of the grounds referred to in Article 3(6), the conduct of the client on which the termination is based encompasses the client's request to terminate the placement.
5. The placement shall be terminated by law if and as soon as Tempo-Team is no longer able to make the employee available because the temporary agency work agreement between Tempo-Team and the employee has been terminated and this temporary agency work agreement is not continued for the same client immediately thereafter. Tempo-Team is not required to contract a new temporary agency work agreement for the client.
6. Tempo-Team will make efforts to place the employee in good time, in compliance with the order or assignment (confirmation) or other agreement. Tempo-Team is not attributable in default in respect of the client and is not required to pay the client compensation for any damage or costs if Tempo-Team is unable, for any reason whatsoever, to place the employee, to do so in good time or to make the employee available any longer.

## Article 8: Replacement and availability

1. Tempo-Team may make an employee available to more than one client.
2. During the term of the assignment, Tempo-Team will make efforts to make the same employee available as far as possible. However, Tempo-Team has the right to offer a replacement employee during the term of the assignment if it regards this as necessary in the interests of Tempo-Team's company policy or personnel policy, retaining jobs or compliance with current laws and regulations, in particular the CLA and the dismissal rules applying for Tempo-Team.
3. If Tempo-Team is unable to provide a (replacement) employee (any longer) or is unable to do so (any longer) in the manner and to the extent agreed with the client for reasons of long-term occupational disability, the termination of the employment contract with the employee or for other reasons, Tempo-Team will make efforts to provide a replacement employee at the client's request.
4. The client will cooperate in the rehabilitation of the employee in case of (long-term) occupational disability.
5. If the employee is replaced by another employee, the remuneration and fees for the replacement employee will be fixed again, in accordance with Articles 10 and 13 of these terms and conditions.

## Article 9: Working hours and working times of employees

1. Agreements are reached for the assignment with regard to the working hours and the working times, or, if the employee has an on-call agreement and/or fully or largely unpredictable working times or, the employee's reference days and times. The employee's working times, breaks and rest times (as referred to in the Working Hours Act) are the same as the relevant working times and hours applying at the client, unless agreed otherwise. The client guarantees that the working hours of the employee and the working times and rest times comply with the statutory requirements. The client ensures that the employee does not exceed the working times permitted in law and the agreed working hours, as recorded in the (confirmation of the) assignment, barring occasional additional work or overtime.
2. The client will deploy the employee for the full working hours agreed with Tempo-Team. If the client temporarily has less or no work for the employee or is unable to deploy the employee, it remains liable for the full fee for the agreed working hours for the remaining term of the assignment or, in the absence of a clear agreement, for the customary working hours.
3. Unless Tempo-Team provides the planning, the client will deploy the employee at the agreed working times, as recorded in the (confirmation of the) assignment or, if the employee has an on-call agreement and/or fully or largely unpredictable working times, within the agreed reference days and times.
4. Tempo-Team may propose to the Client at any time to adjust the number of working hours and/or working times agreed in the assignment if this is necessary in connection with legislation and regulations and/or a request from the employee. The client will not reject such proposals without reasonable grounds.
5. If the employee is able to claim expansion of the number of working hours as a result of acts or omissions on the part of the client, the minimum number of working hours agreed with the client will be adjusted accordingly - if necessary with retroactive effect and the client will owe from that moment on the client rate in respect of the adjusted number of working hours.
6. If the call-up of an employee with an on-call agreement and/or fully or largely unpredictable working hours is withdrawn or changed, in whole or in part, at the client's initiative within 4 days before the start of the activities in question, the client will owe Tempo-Team the client rate for the hours that have been withdrawn/changed.
7. The employee's holidays and leave are determined by agreement between the client, the employee and Tempo-Team. The client shall enable the employee to take holidays and leave in compliance with the law, the CLA and the working conditions regulation applying for the employee.
8. The client shall give the employee an opportunity to receive the training offered to them by law and/or pursuant to the CLA. Mandatory training will take place in working hours as far as possible. If the employee requires specific training or working instructions for the fulfilment of the assignment, follows mandatory training or follows training courses at the client's request, the client will be charged for the hours that the employee spends on this training as hours worked. The client will not be charged for hours spent on other training unless otherwise agreed. The periods of absence required for other training will be fixed by Tempo-Team after consulting the client.
9. The client will give the employee an opportunity to interrupt the work if and in as far as the employee is entitled to claim this under the provisions of or pursuant to the Working Hours Act and/or the Working Conditions Act, for example in order to express milk following the birth of a child. If the employee is entitled to pay for the hours spent on such interruptions of work, the client will be charged for these hours as hours worked.
10. On contracting the assignment, the client shall inform Tempo-Team of any company closures, mandatory collective free days and (special) public holidays during the term of the assignment. Without prejudice to the provisions of paragraph 3 of this Article, Tempo-Team will make efforts to take these free days/periods into account in the temporary agency work agreement or in fixing the employee's holidays and/or ATV days (if applicable).
11. If the number of working hours to be performed by the employee is less than 15 hours per week and the times at which the work must be performed have not been laid down, or if the employee has an on-call agreement and the client does not give the employee 3 (successive) hours per call-up to perform the agreed work, the client owes Tempo-Team the client fee per call-up for 3 or as many more hours as the employee would normally have worked or could have expected to work.

## Article 10: Position and remuneration of employees

1. Tempo-Team will determine the employee's remuneration on the basis of the information provided by the client pursuant to paragraph 6, with due consideration to the CLA (including the provisions concerning the hirer's remuneration and the remuneration regulations for employees working in the construction industry), the applicable laws and regulations and any working conditions regulations applicable to the employee.

2. Pursuant to the CLA, Tempo-Team is required to apply the hirer's remuneration for every employee, unless and in as far as the employee belongs to the allocation group and Tempo-Team applies the CLA remuneration for that employee.
3. The employee's relevant work experience must be given due consideration in assigning the employee to a pay scale. In case of a return to the same client or a client in the same collective agreement (CLA) domain in virtually the same position, the pay scale at a minimum must be equal to the previous pay scale with due consideration to allocated and/or still to be allocated increments.
4. If it becomes clear that unintentionally the employee is considered to be a payroller, the additional costs that arise as a result thereof will be charged on to the client. If this is the case, the client will cooperate fully in enabling Tempo-Team to carry out the payroll agreement properly and/or terminate it. It may be expected from the client in this connection that it concludes an agreement with one of the payroll companies within the group of companies to which Tempo-Team belongs.
5. The employee will be compensated for hours during which the employee must, in connection with the assignment, be able to be reached and/or available for work and/or must travel - other than in relation to travel between home and work - on the basis of the relevant schemes that apply at the client and these charges will be passed on to the client.
6. In order to enable Tempo-Team to determine the correct remuneration and the rate, the client provides partly on the basis of Article 12a of the Placement of Personnel by Intermediaries Act (WAADI) and furthermore at the first request of Tempo-Team all information required with respect to the level of the position to be held by the employee, the accompanying pay scales, the client's applicable policy relating to the allocation of its own new employees with relevant work experience to a pay scale, salary, expense and other allowances and the other elements of the hirer's remuneration or the remuneration scheme for employees in the construction industry. The client will notify Tempo-Team of changes or additions to this information, including wage increases, on time and in any event as soon as it becomes aware of them. The client declares that it is cognizant of the provisions of the Act on Combating Sham Agreements (WAS), pursuant to which the client is jointly and severally liable for payment of the correct wage to the employee.
7. If at any time the information received by Tempo-Team from the client proves to be (partially) incorrect, is not provided in good time and/ or is not sufficient for the job actually performed by the employee, the client will provide Tempo-Team with the correct information concerning the remuneration at Tempo-Team's earliest request. The job and/ or the remuneration may be changed during the assignment if the employee has a reasonable claim to the change on the grounds of laws and regulations, the CLA, the hirer's remuneration and/or the current working conditions regulations. If the change leads to higher remuneration, Tempo-Team will correct the employee's remuneration and the fee accordingly. The client owes this corrected fee from the time at which Tempo-Team owes the employee the corrected remuneration.
8. In observance of the provisions of this Article, Tempo-Team will provide for the employee's remuneration and the deduction of the payroll taxes due. If use is made of the specific exemptions set out in the Wages and Salaries Tax Act 1964 for the tax-free payment of an expense allowance, then the client, prior to making the payment, is obliged to ensure that the employee submits the original of the supporting document to Tempo-Team. The client shall not pay the employee any remuneration or provide the employee with any benefits without Tempo-Team's consent. If the client pays the employee remuneration or provides the employee with benefits, the client bears responsibility for the deduction of all payroll taxes due for those payments or benefits. The client will pay Tempo-Team compensation for all damage that it suffers as a result of the fact that payroll taxes are due for that remuneration or those benefits and indemnifies Tempo-Team against claims in that regard by the employee or third parties, including the tax authority.

## **Article 11: Good performance of management and supervision of employees**

1. In the performance of management and supervision, the client shall conduct itself in relation to the employee with the same care and in the same manner as that which it is required to apply in respect of its own staff.
2. The client is required to regularly inform Tempo-Team, and to keep it informed, of the performance and well-being of the employee(s). The client must report circumstances that could influence the continuation of the employee's placement to Tempo-Team at the earliest opportunity.
3. Without the prior written consent of Tempo-Team, the client is not permitted to place the employee with a third party in order to perform work under the management and supervision of that third party or another third party to be designated by that third party. 'Third party' includes a natural person or legal entity to which the client is affiliated in a group.
4. If Tempo-Team grants the consent referred to in paragraph 3, the following conditions in any event apply for this:

- The client will require the third party to acknowledge, accept and comply with the client's obligations pursuant to the assignment, the other agreement(s) and these terms and conditions, insofar as the client cannot, by their nature, comply with these conditions itself; without prejudice to the above provisions, the client remains liable to Tempo-Team for compliance with all the client's obligations pursuant to the assignment, the other agreements and these General Terms and Conditions;
- The client is liable for, and indemnifies Tempo-Team against all damages in that regard arising from the actions or omissions of the third party in relation to (the placement of) the employee and/or an action or omission on the part of the employee;
- The client shall agree with the third party in writing that the third party will not make the employee available to another third party;
- the client will comply with its legal obligations as the provider in relation to the provision of employees.

Tempo-Team has the right to attach additional conditions to its consent.

5. The client may only deploy the employee at variance with the assignment, the terms and conditions and/or the provisions of the other agreement if Tempo-Team and the employee have consented to this in writing in advance.
6. Without the prior written consent of Tempo-Team, the client will not place the employee outside the Netherlands. This also applies when the employee performs the work partly or entirely at home and the employee does not reside in the Netherlands. Tempo-Team will only grant consent for foreign placements subject to the following conditions:
  - Foreign placement is allowed and
  - The requirements that apply to the intended foreign placement have been satisfied and
  - The client has notified Tempo-Team of the proposed foreign placement at least 14 calendar days prior to the commencement of the work in another country, so that Tempo-Team can request an A1 declaration in good time and comply with the reporting obligation if this is required pursuant to the Directive concerning the posting of workers (96/71/EC) and the client contracts sound travel insurance, including for the employee, which also covers business travel and
  - The client is registered in the Netherlands and
  - The work will be performed by the employee abroad strictly under the management and supervision of the client and
  - The placement lasts no more than 183 calendar days, including days that are not worked during the employee's stay abroad and
  - The employee has consented to the placement in writing. Tempo-Team may attach further conditions to its consent.
7. The client may issue business assets to the employee in connection with the performance of the work by the employee. Without the prior written consent of Tempo-Team, the client will not provide the employee with any business assets, in particular laptops, mobile telephones, smartphones or means of transport, the use of which by the employee is not limited to the performance of the work. If the client provides the employee with business assets, the client shall provide for adequate insurance of the business assets and of the employee, as the user of these. Tempo-Team is not liable for damage caused by the employee to or with the business assets, or arising from incorrect or excessive use of the business assets.
8. The client shall pay the employee compensation for damage which he suffers because goods belonging to him are damaged or lost in connection with the performance of the work.
9. Tempo-Team is not liable to the client for damage suffered by the client, third parties or the employee himself arising from the actions or omissions of the employee, unless and in as far as that damage is demonstrably the direct result of an attributable shortcoming on the part of Tempo-Team in the selection of the (would-be) employee.
10. The client indemnifies Tempo-Team against all claims against Tempo-Team as the employer of the employee by third parties or the employee himself in relation to the damage referred to in paragraphs 7, 8 and 9 of this Article and will reimburse all reasonable costs incurred by Tempo-Team in relation to this.

## Article 12: Working conditions of employees

1. The client declares that it is aware of the fact that it is deemed to be the employer pursuant to the Working Conditions Act. Pursuant to Article 5(5) of the Working Conditions Act, the client shall provide Tempo-Team with the description of the risks at the employee's workplace in the risk inventory and evaluation and of the risk-limitation measures (working conditions document) in good time before the commencement of the work. The client is responsible to the employee and Tempo-Team for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in relation to safety at the workplace and good working conditions in general. The provisions of this paragraph also apply for the home workplace if the employee performs part or all of the work from home.
2. If the client receives an employee request to adjust the location of the workplace, it must forward this request to Tempo-Team without delay. The parties must consult each other about such a request. The client will cooperate with such a request within the applicable statutory frameworks.
3. If the employee suffers any damage in the performance of the work for or participation in activities of the client or the third party referred to in Article 11(4), the client shall notify Tempo-Team of this at the earliest opportunity, draw up a written report on the incident and provide this to Tempo-Team. If required by law, the client shall also notify the competent organizations of the incident without delay. In the aforementioned report, the cause of the incident shall be recorded in such a way that whether and the extent to which the damage is a result of the fact that insufficient measures were taken to prevent the damage can be deduced from this with a reasonable degree of certainty.
4. The client shall compensate the employee for all damage that the employee suffers in the performance of the work for or participation in the activities of the client or the third party referred to in Article 11(3), if and in as far as the client and/or Tempo-Team are liable for this pursuant to Article 7:658, Article 7:611 and/or Article 6:162 of the Dutch Civil Code.
5. If the employee dies, the client shall pay compensation for the damage, in compliance with the provisions of Article 6:108 of the Dutch Civil Code, to the persons referred to in that Article.
6. The client indemnifies Tempo-Team against all claims against Tempo-Team by the employee or the persons referred to in paragraph 4 of this Article in relation to the damage referred to in that Article and will reimburse all reasonable costs incurred by Tempo-Team in relation to this.

## Article 13: Fees for placement of employees

1. The fee shown in the assignment (confirmation) is the fee for the normal hours, i.e. the hours for which the current salary is paid at a rate of 100%. If the employee is entitled to a bonus on this salary, the fee is proportionately higher. Unless otherwise stated or agreed in writing, the fee shown is exclusive of any ATV days, reimbursement for services and hours as referred to in Article 10(4), other (expenses) allowances and costs for mandatory training and non-mandatory training attended at the request of the client, payable by Tempo-Team to the employee.
2. Unless and in as far as provided otherwise in these terms and conditions, the assignment, confirmation or other agreement, the fee is not charged for the hours that the employee does not work as a result of illness, public holiday(s), holidays and/or another form of leave (such as emergency leave), or unauthorized absence of the employee. The employee receives continued payment for breaks, with the charges being passed on to the Client if its own staff are also entitled to continued payment for breaks. Unless provided otherwise elsewhere in these terms and conditions, the assignment (confirmation) or another agreement, the rate is not calculated for hours that the employee does not work due to illness, public holidays, holidays and/or other forms of leave (such as emergency leave) or is absent without authorisation.
3. The amount payable to Tempo-Team by the client consists of the total of the fees for the normal hours, any bonus hours, any ATV, any reimbursement for the services and hours referred to in Article 10(4) and other (expenses) allowances and costs for mandatory training and non-mandatory training attended at the request of the client due to the employee. VAT will be charged on all amounts charged.
4. If at any time during the assignment, the applicable remuneration regulation changes, Tempo-Team will redetermine the employee's remuneration and the fees for the remaining term of the assignment on the basis of the information provided by the client.
5. Tempo-Team also has the right to adjust the fees and (expenses) allowances due during the term of the assignment, with retroactive effect if necessary, in the event of and in accordance with:
  - An increase in the (expected) costs of the temporary agency work as a result of (changes to) the CLA, the pension

scheme/ working conditions regulations applying for the employee and/or the wages regulated in these and/ or (changes to) the hirer's remuneration and/or

- An increase in the (expected) costs of the temporary agency work as a result of (changes to or resulting from) laws and regulations, including (the implementation of) social and fiscal laws and regulations or any binding provision and/or
- An increase in the (expected) costs of the temporary agency work in connection with expenditure to be incurred by Tempo-Team and/ or provisions to be made for training, sick leave, inactivity and/or departure of employees.

Tempo-Team also has the right to increase its fees in week 1 of each year on the basis of the Statistics Netherlands (CBS) index of hourly CLA wages, including special remuneration for employees in the commercial services sector (SBI 2008 M-N Commercial services sector).

6. The client will be notified of every change in the fees at the earliest opportunity.

### **Article 14: Time registration**

1. Tempo-Team will draw up its invoices on the basis of time registration records approved by the client in accordance with paragraph 2 or in another agreed manner.
2. If no other time registration method is agreed, time registration shall take place by means of statements of hours provided by Tempo-Team via the internet portal. If Tempo-Team also provides the planning for the client, these statements of hours will be based on the planning. The client is required to check the accuracy and completeness of the time registration before noon on the Monday after the end of the working week to which the time registration relates, in observance of the provisions of paragraphs 3 and 4, and to make additions to or corrections of these if necessary. The client is deemed to have approved time registration records if it has not corrected a statement of hours provided to it via the internet portal in good time. However, if Tempo-Team also provides planning for the client, the client must actively approve the time registration before noon on the Monday after the end of the working week to which the time registration relates, via the internet portal.
3. Regardless of the time registration method, the client is required to (arrange to) ensure that the following data are in any event shown correctly and in full in the time registration records: the employee's name, the number of hours worked, overtime, irregular hours and shift work hours, the other hours for which the client fee is payable pursuant to the terms and conditions, the order or assignment (confirmation) and/ or other agreement, any bonuses and, where stated, any expenses actually incurred.
4. Regardless of the time registration method, the client shall ensure that Tempo-Team has the correct and full-time registration records, approved by the client, at the earliest opportunity and no later than noon on the Monday following the week worked by the employee. If the draft time records are presented to the client after this time, for reasons that are not attributable to the client, the client shall in any event ensure that it checks and, if necessary, corrects and/ or approves the time registration records immediately after they become available to it.
5. If the Client provides the time registration records in a manner other than as referred to in paragraph 2, the Client will ensure that time registration records remain available for a period of 5 years.
6. If and in as far as the employee and the client have a difference of opinion concerning the accuracy or completeness of the time registration records, Tempo-Team has the right to determine the hours, costs and bonuses in accordance with the employee's statement, unless the client can show that the information provided by the client is correct. If the client provides the time registration records in a manner other than that referred to in paragraph 2, it shall give the employee an opportunity to check the time registration records (in good time).

### **Article 15: Employment of the employee by the client**

1. The client is entitled, in observance of the provisions of this Article, to contract an employment relationship, as referred to in Article 2, bullet point 4 with an employee.
2. A client intending to contract an employment relationship with an employee must notify Tempo-Team of this in writing in good time before acting on this intention. The client is familiar with the laws and regulations concerning successive employership and accepts all obligations arising from these. The client is responsible for the investigation and assessment of the employee's employment history. To the extent permitted by the General Data Protection Regulation (GDPR) and related laws and regulations, Tempo-Team can provide information on this employment history at the client's request, but cannot guarantee its accuracy and completeness, partly because it is dependent on the employee

for this.

3. The client shall not contract an employment relationship with an employee whose placement has not yet lawfully ended.
4. If the client contracts an employment relationship with an employee who was placed with it on the basis of an assignment for an indefinite term before that employee has worked for 1040 hours on the basis of that assignment, the client owes Tempo-Team a fee of 25% of the latest rate applying for 1040 hours less the hours already worked by the employee on the basis of the assignment. The fee will be increased by VAT.
5. If the client contracts an employment relationship with an employee who was placed with it on the basis of a fixed-term assignment, the client owes a fee of 25% of the latest rate applying for the remaining term of the assignment (calculated on the basis of the agreed or customary hours and additional/overtime hours) or, in the case of an assignment that can be terminated before the expiry date, the notice period that was not observed, on the understanding that the client always owes at least the fee referred to in paragraph 4. The fee will be increased by VAT.
6. If the client contracts an employment relationship with an employee in accordance with this Article, the assignment between the client and Tempo-Team is terminated from the date on which that employment contract commences.
7. If the client does not contract an employment relationship with the employee immediately after the end of the employee's placement, but does so within 6 months of that date, the client also owes the fee referred to in paragraph 4. This applies both if the client contacted the employee for this purpose, directly or via third parties, and if the employee applied to the client, directly or via third parties.
8. By way of derogation from the limit of 1,040 hours referred to in paragraph 4, an hour limit of 1,560 hours applies for the business units and professional groups referred to in sub-paragraph a and b of this paragraph. This derogation also applies for the reference to paragraph 4 in paragraphs 5 and 7. Tempo-Team also has the right to establish a different remuneration regulation for a specific employee or for specific groups of employees.
  - a. Business units: Otter-Westelaken, Tempo-Team Medisch en Tempo-Team Transport.
  - b. Professional groups: Chefs and Barista's.

## **Article 16: Obligations relating to the Placement of employees by Intermediaries Act (WAADI)**

1. In compliance with Article 7a of the WAADI, Tempo-Team is registered with the Chamber of Commerce as a company that makes personnel available.
2. The client explicitly declares that it is familiar with Article 8b of the WAADI. The client is required to grant the employees placed with it equal access to the business facilities or services in its company (i.e. canteen, childcare and transport facilities), as the employees in the service of its company are in the same or equivalent jobs, unless a difference in treatment is justified for objective reasons.
3. The client explicitly declares that it is familiar with Article 8c of the WAADI. The client is required to clearly notify the employees placed with it of vacancies arising in its company in a timely manner.
4. The client explicitly declares that it is familiar with Article 10 of the WAADI. Tempo-Team is not permitted to place employees with the (part of the) client's company in which a strike, lock-out or occupation is in progress. The client shall inform Tempo-Team fully and in good time of (expected) actions organized by the trade unions or unorganized collective action, in any event including strikes, lock-outs or occupations.
5. The client declares expressly that it is familiar with Article 12a of the Placement of Personnel by Intermediaries Act. Before the start of the secondment, the client is obliged to provide Tempo-Team and the employee with written or electronic information concerning the terms of employment, within the meaning of Article 8 of the WAADI.

# 5 Planning

## Article 17: Planning assignments

1. An assignment (confirmation) concerning planning contains a description of how Tempo-Team will design, manage and implement the planning for the client. The client consents to the design, management and implementation of the planning described. Tempo-Team will submit material changes or additions to the design, management and implementation of the planning to the client for consent.
2. Tempo-Team will ensure that the planning provides an insight for the client at the agreed times and makes clear who is scheduled to work, where and when.

## Article 18: Implementation of planning

1. The client shall provide Tempo-Team with a written statement, prepared by the client, of its staffing requirements, specified by location, job, qualifications, workplace and other specifications required by Tempo-Team, in good time, usually via the internet portal.
2. Tempo-Team provides for the call-up of employees with an on-call agreement and/or fully or largely unpredictable working times on the basis of the information on staffing requirements provided by the client. This information must be provided at such a time that Tempo-Team is still able, within reason, to send the call-up or withdrawal/change of this on time and in accordance with the applicable legislation, while taking account of the working hours that apply at Tempo-Team. If a requested service is partially or fully withdrawn within four days before the commencement, the provisions of Article 9(6) of these conditions apply.
3. If Tempo-Team (also) provides the planning for the client's own staff and/or the other flexible staff, the client shall provide Tempo-Team with written information, in a timely manner, concerning:
  - the qualifications;
  - whether there is an on-call contract;
  - whether there are largely unpredictable or predictable working times (and the accompanying agreements on reference days and times or the working times);
  - the other data necessary for the planning concerning the client's own staff and/or the other flexible personnel and changes to these data, for example as a result of leave or absences.

The client guarantees that this information is accurate. The client shall ensure that the employees are informed in advance of the provision to Tempo-Team and further processing of their personal data and that they have granted consent for this if necessary. The client is the point of contact for its own staff with regard to deployability, leave, absences and qualifications.

4. Tempo-Team prepares the planning on the basis of the information referred to in paragraph 1(b) and paragraph 3. The planning is made available to both the client and the employees/(other) staff included in the planning via the internet portal. The client receives a message from Tempo-Team as soon as the planning is available. If the client does not accept the planning or wishes to make any adjustments to it, it shall contact Tempo-Team within the agreed term or, in the absence of such a term, without delay so that Tempo-Team can adjust the plans, if this is still reasonably possible. Without a timely response, the client is deemed to have approved the planning and it is then final. Tempo-Team will notify the client as soon as possible, usually also via the internet portal, if the planning shows that no provision is expected to be made for the client's stated staffing requirements for a particular time or period.
5. Tempo-Team will usually make use of ICT resources for the implementation of the planning. The client will only receive rights of use in this regard, in compliance with the provisions of Article 32 up to and including 35 of these terms and conditions.

## **Article 19: Planning fees**

1. The client owes Tempo-Team the stated fees for planning. If no fee is stated in the assignment (confirmation), the client owes the fee shown in Tempo-Team's quotation.
2. The fee agreed for the assignment is based partly on the indications provided by the client with regard to the scale of the planning, the specifications for the planning, including the working times and working schedules, and the (implementation of) the working agreements reached. If a material change occurs in these at any time or if working agreements reached are not met correctly by the client or a third party designated by the client and involved in the planning, and the costs for Tempo-Team increase as a result, Tempo-Team has the right to increase the fees. Tempo-Team also has the right to increase its fees in Week 1 of each year on the basis of the CBS index of CLA wages per hour, including special remuneration for employees in the commercial services sector (SBI 2008 M-N Commercial services sector).

# 6 Advice

## Article 20: Assignment for advice

1. An assignment to provide advice exists only and in as far as this is agreed in writing or is confirmed in writing by Tempo-Team. The terms and conditions of the assignment (confirmation) terms and the other agreements and these terms and conditions apply to the advice. Each assignment is terminated by law at the time when the work to be performed by Tempo-Team on the basis of the assignment (confirmation) is performed in full and completed. In the event of a change in the assignment or the associated terms and conditions, a new assignment for advice will be realized and the new assignment and the associated terms and conditions will replace the earlier assignment.
2. Tempo-Team may submit an offer for advice. Without prejudice to Tempo-Team's authorization to withdraw the offer until the time when an assignment is realized on the basis of that offer, the offer is valid for a period of one month. If the offer or the associated terms and conditions are changed, a new offer is realized and the new offer and the associated terms and conditions will replace the earlier offer.

## Article 21: Advice

1. The advice is based on the information provided to Tempo-Team by the client. Tempo-Team will advise on the basis of this information to the best of its ability, with the aim of realizing the objectives formulated by the client for the assignment or other agreement. Tempo-Team cannot guarantee that the objectives envisaged by the client will actually be realized. It is up to the client to decide whether it will follow the advice.
2. The information to be provided by the client pursuant to Article 4(2) of these terms and conditions includes information on the present structure of the organization, the staffing policy and (potential) upcoming changes to these. The assistance to be provided by the client includes the assessment, at Tempo-Team's request, of the data analyses conducted by Tempo-Team and provision for the availability of its own employees.
3. Tempo-Team will appoint one or more advisors for the preparation of the advice. In addition to its own employees, Tempo-Team may deploy third parties to prepare the advice, by agreement with the client. Tempo-Team has the right, taking account of the quality and continuity of the provision of advice, to make changes to the advisors involved, the number of advisors and the deployment of their time.
4. Tempo-Team is not liable for potential claims from employees of Tempo-Team or from third parties that it deploys in relation to the performance of the assignment at a location of the client or a location designated by the client. The client indemnifies Tempo-Team in that regard.

## Article 22: Fees for advice

1. The assignment (confirmation) shows the fee for the advice. The fees stated by Tempo-Team in the assignment (confirmation) are exclusive of assignment-related costs such as travel and accommodation expenses, the costs of consultation with third parties deployed by the client, the costs necessary for the performance of the assignment for the layout and/or adaptation of a workplace and/or ICT resources to be deployed specifically for the assignment. Work that is not mentioned in the assignment (confirmation) or other agreement will be charged separately. Unless stated otherwise, the fees are hourly fees. If possible and required by the client, the assignment will include a cost estimate of the maximum total fee which the client will be charged. Derogations from this cost estimate are permitted for an unchanged design of the advice, if justified, up to a maximum of 10% in excess of the amount of the cost estimate.
2. Tempo-Team has the right to increase its fees annually, in Week 1, on the basis of the CBS index of CLA hourly wages, including special remuneration for employees in the commercial services sector (SBI 2008 M-N Commercial services sector). Tempo-Team also has the right to increase the assignment-related costs in the interim, if these costs have increased.

3. If the client terminates agreements for any reason whatsoever, or fails to comply with these, and Tempo-Team faces damage or costs as a result, for example due to inactivity of the employees involved in the assignment, the fee remains due in full or, if the fee is fixed other than per hour or per day or half day, the client will reimburse the extra hours to be spent and the costs incurred or to be incurred by Tempo-Team.
4. In the event of circumstances that involve an increase or expansion of the assignment or the work to be performed in that regard, such as expansion of the work, replacement of client's employees involved in the assignment or lack of cooperation by the client, this may lead to an adjustment of the costs associated with the assignment and the fee and/or extra hours to be charged by Tempo-Team.
5. Unless otherwise agreed in writing, Tempo-Team will invoice monthly in advance for the applicable fees for the work expected to be performed as part of the assignment in that month. If the invoiced amount is not consistent with the time actually spent by Tempo-Team or the time for which the client is charged on the basis of the assignment (confirmation) or these terms and conditions, an additional invoice or credit note will follow in arrears. Assignment-related costs will be invoiced monthly in arrears.

# 7 General provisions

## Article 23: Invoicing and payment

1. Unless otherwise agreed in writing or provided for in these terms and conditions, invoicing will take place on a weekly basis and invoices will be sent by means of an electronic message in a format and layout to be determined by Tempo-Team.
2. If, before delivering the invoice, the client makes use of a third party, as a result of which the invoice is sent to that third party, the client is responsible for the correct receipt of the invoice. Tempo-Team is responsible for correct dispatch of the invoice. If Tempo-Team is unable to deliver the invoice to the third party due to circumstances beyond its control, it will notify the client of this, after which the client will offer an alternative for the dispatch of the invoice. The initial invoice date and the agreed payment term remain in force here.
3. The client is required to settle all Tempo-Team invoices within 14 calendar days of the invoice date, unless otherwise agreed in writing. The invoice is paid if and as soon as Tempo-Team receives the amount due.
4. The client will issue a written authorization to Tempo-Team at Tempo-Team's first request to collect the invoiced amount by direct debit from the bank account number provided by the client, within the agreed term. If no term has been agreed, this is 14 calendar days after the invoice date. The client will ensure that the bank account that it specified holds sufficient funds and will refrain from reversing any payment to Tempo-Team.
5. Only payments to Tempo-Team or to a third party designated by Tempo-Team in writing serve for the purpose release settlement. Payments by the client to an employee, under any title whatsoever, are non-binding in respect of Tempo-Team and cannot provide grounds for debt repayment or settlement.
6. If an invoice is not paid within the terms referred to in paragraph 3, the client is legally in default from the first day following the expiry of the payment term and owes interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The copy of the invoice sent by Tempo-Team to the client in Tempo-Team's possession serves as full proof that the interest is due and the date on which the calculation of the interest begins.
7. If the client contests part or all of the invoice, it must report this to Tempo-Team in writing within 30 calendar days of the invoice date, with a detailed statement of the reasons. After this period, the client's right to contest the invoice lapses. The burden of proof for timely contesting of the invoice rests with the client. Contesting the invoice does not relieve the client of its payment obligation.
8. The client is not authorized to settle the invoice amount with any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.
9. Tempo-Team has the right to check the creditworthiness of the client and the companies affiliated with it.
10. If the client's financial position and/or payment conduct provide grounds for this in the view of Tempo-Team, the client is required, at Tempo-Team's earliest written request, to:
  - issue a direct debit authorization, as referred to in paragraph 4;
  - provide an advance; and/or
  - provide adequate surety for its obligations to Tempo-Team, by means of a bank guarantee, pledge or by other means.

Surety may be requested for both existing and future obligations, and advances for future obligations only. The amount of the requested surety and/or advance must be in proportion to the amount of the relevant obligations of the client.

11. If the client does not provide the advance referred to in paragraph 10, does not provide the requested surety within the term set by Tempo-Team, does not issue direct debit authorization or reverses a payment, within the meaning of paragraph 4, the client is in default without notice of default being required for that purpose and Tempo-Team has the right to suspend the fulfillment of its obligations pursuant to all assignments and/or other agreements with the client or to terminate all assignments and/or other agreements with the client with immediate effect, without being liable for damage in respect of the client and in connection with this suspension or termination. All receivables of Tempo-Team become payable on demand as a result of the termination.

12. All legal and out-of-court (collection) costs that Tempo-Team incurs as a result of the client's non-compliance with its obligations pursuant to this Article shall be borne by the client in full. The reimbursement for out-of-court costs is fixed at 15% of the principal due, inclusive of VAT and interest (with a minimum of 250 per receivable), unless Tempo-Team has demonstrably incurred higher costs. The fixed remuneration shall always become payable by the client as soon as the client is in default and will be charged without further evidence.
13. If the assignment is contracted with more than one client forming part of the same group of companies, all clients are jointly and severally liable for compliance with the obligations pursuant to this Article, regardless of the name on the invoice. Full payment of the invoice, any additional costs and interest by one client relieves the other clients of their payment obligation to Tempo-Team.

### **Article 24: Liability of Tempo-Team**

1. Every liability of Tempo-Team arising from the assignment and/or other agreement concerning the placement of an employee is limited per incident to the fee to be charged pursuant to these terms and conditions, the assignment (confirmation) and/or other agreement for the term of the assignment, with a maximum of 3 months. Tempo-Team's liability in respect of the other services referred to in these terms and conditions is limited per incident to the fee for the assignment that Tempo-Team charges the client. All liability of Tempo-Team is limited to 500,000 (five hundred thousand euros) per year. For the purposes of the application of this Article, a series of related incidents is treated as a single incident.
2. Tempo-Team's liability for consequential loss and indirect damage, including loss of earnings, missed savings, damage through stagnation of business operations, penalties, damage through loss of or damage to data or reputational damage are excluded in all cases.

### **Article 25: Insurance**

1. As far as possible, the client and Tempo-Team shall satisfactorily insure themselves against liability on the grounds of the provisions of these terms and conditions. The client shall provide proof of the insurance at Tempo-Team's request.

### **Article 26: Intellectual property**

1. All intellectual property rights to the ICT resources, the texts, data, data files, formats, logos, brands, other image and/or audio material and all other materials, including their design, selection and ranking, to which the client gains access in relation to the offer, assignment or other agreement, with the exception of materials of the client, are held solely by Tempo-Team or its licensors. This also applies for any specific changes, additions or work performed at the request and/or expense of the client. The client is provided only with temporary, personal, non-exclusive and non-transferable rights of use with regard to the ICT resources and the aforementioned material, in as far as and for as long as this is necessary in order to be able to use the services agreed between Tempo-Team and the client. Materials produced by Tempo-Team specifically for the client, such as a client-specific report, may also be used by the client for its own internal business purposes after the termination of the service provision.
2. Tempo-Team is free to use all input, feedback, suggestions etc. for the ICT resources received from the client and the material referred to in paragraph 1 without further consent and without owing any compensation. If Tempo-Team makes additions or changes to the ICT resources or the material at the request or suggestion of the client, for payment or otherwise, Tempo-Team has the right to also make such changes and/or additions available to other users of the ICT resources or the material. Tempo-Team is not required to meet any request to change or add to its ICT resources or materials.
3. The client indemnifies Tempo-Team against all third-party claims in connection with an alleged breach of the (intellectual property) rights of those third parties to the materials made available by the client to Tempo-Team or the employee as part of the offer, assignment or other agreement.
4. The intellectual property rights to the results of the work performed by the employee accrue to the client, if and in as far as this is provided for in law. At the client's request, Tempo-Team will arrange for the employee to sign a written declaration, in as far as necessary and possible, in order to facilitate or at least promote the accrual or transfer of all intellectual property rights to the results of the employee's work to the client.
5. The client is free to contract an agreement directly with the employee or to present him with a declaration for signature with regard to the intellectual property rights referred to in paragraph 4. The client will inform Tempo-Team of its intentions and will provide a copy of the relevant agreement/declaration to Tempo-Team.

## **Article 27: Confidentiality**

1. Tempo-Team and the client will not provide any confidential information on or concerning the other party, its activities, employees, workers, clients and other business relations of which they have become aware in connection with an offer, assignment or other agreement to third parties unless and in as far as provision of that information is necessary in order to be able to fulfill the assignment properly or if they are subject to a statutory disclosure obligation.
2. Tempo-Team imposes a general confidentiality obligation on its employees. In addition, a more specific confidentiality obligation can be agreed at the client's request. The content of this will be coordinated between Tempo-Team and the client by agreement. The client is also free to impose a confidentiality obligation on the employee directly. The client shall notify Tempo-Team of its intention to do so and will send Tempo-Team a copy of the declaration/ agreement drawn up.
3. Tempo-Team cannot guarantee compliance with any confidentiality obligation by the employee and is not liable for any penalty, fine or damage suffered by the client as a result of a breach of the confidentiality obligation by the employee. The client shall indemnify Tempo-Team against third-party claims relating to failure on the part of the employee to comply or to comply fully with any confidentiality obligation.

## **Article 28: Client's verification and custody obligations**

1. The client declares that it is familiar with the laws and regulations concerning the verification of the identity of employees. The client itself is required to:
  - verify the identity of the candidate, the employee or another person employed at its company and, to that end, shall conduct a careful check of an original identity document, as referred to in Articles 1(1), 1(2) and 1(3) of the Compulsory Identification Act; and
  - to determine whether the candidates proposed to it, its employees or other persons working for it are entitled to perform work in the Netherlands.

Only in case of a legal obligation such as in the event of placement of foreign nationals, as referred to in Article 15 of the Foreign Employment Act, before making a placement, Tempo-Team will provide the client with a copy of the identity document and before the placement the client will ensure that it has received this copy of the identity document and has filed it in its administration.

## **Article 29: Prevention of discrimination**

1. On contracting and implementing the assignment or other agreement, in particular a recruitment and selection assignment or assignment for the placement of employees, the client and Tempo-Team will only impose and take account of requirements relevant to the job. The client and Tempo-Team will not make any prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any grounds whatsoever.

## **Article 30: Employee participation**

1. The client hereby declares that it is aware of its obligations pursuant to the Works Councils Act (WOR).
2. The client shall notify the employee participation body installed for its company of the (expected) placement of temporary agency workers in its company in good time. If and in as far as the client wishes to base its compliance with its information obligations on data provided or to be provided by Tempo-Team, that provision of data shall not extend beyond the obligations imposed by the WOR.
3. The client guarantees that at the time when an assignment or other agreement is contracted, it complied with its obligations pursuant to the WOR, such as requesting the advice of the employee participation bodies installed for its company.

4. After working for the client for a period of time specified in the WOR, employees will acquire employee participation rights at the client. The client is required to give an employee who is a member of an employee participation body of Tempo-Team or of the client an opportunity to exercise the employee participation rights in accordance with the laws and regulations. If the employee exercises employee participation rights in the client's company, the client also owes the clients' fee for the hours in which the employee performs work or follows training during working hours in connection with the exercise of employee participation rights.

### **Article 31: Privacy**

1. In relation to the assignment or other agreement, personal data, i.e. concerning candidates and employees, are exchanged on a regular basis. The client and Tempo-Team are required to protect the confidentiality of these data in compliance with the General Data Protection Regulation (GDPR) and related laws and regulations.
2. Both Tempo-Team and the client qualify as controller unless the parties have agreed expressly that one of the parties applies as the processor towards the other party. The parties will conclude a data processing agreement if this is the case.
3. The client shall not require any data from Tempo-Team that Tempo-Team is not permitted to provide pursuant to the applicable laws and regulations. The client is responsible for the further processing of the data provided to it by Tempo-Team
4. The client is responsible for ensuring that personal data are provided to Tempo-Team only if and in as far as the client has the right to do so and has a legally valid basis for doing so, such as the required consent from the persons in question.
5. Tempo-Team's privacy statement applies to the processing of the personal data of the client's contact persons.
6. The client indemnifies Tempo-Team against all claims from candidates, employees, employees of the client or other third parties in respect of Tempo-Team in connection with a violation of the provisions of this Article by the client and will reimburse the related costs incurred by Tempo-Team.

### **Article 32: Use of ICT resources**

1. Tempo-Team may make use of ICT resources for the provision of the service(s) and may make these available for use by the client, including for the exchange of data and the performance of legal actions. The provisions of these Articles and the other provisions of these General Terms and Conditions concerning the use of the ICT resources apply to the use of these ICT resources. The use of the Internet portal is subject to the Rights of Use. By way of derogation from Article 3:15a(2) of the Dutch Civil Code and Article 6:227a(1) of the Dutch Civil Code, legal actions will be performed with the use of the ICT resources and procedures prescribed for this by Tempo-Team.
2. At Tempo-Team's reasonable request, the client will provide assistance in the design and provision of access to the ICT resources to the client. If ICT resources are placed at a location of the client (or of a third party designated by the client) with the client's consent, the client shall provide for the necessary connections, such as power, network connections and a place for set-up of the equipment at its own expense. The client must maintain ICT resources placed on location in accordance with the use instructions provided and is liable for damage to or loss of the ICT resources through misuse, theft, fire or water damage.
3. The use of the ICT resources by the client is limited to use for the purposes for which it is provided, i.e. the facilitation and use of the services of Tempo-Team, including communication and the performance of legal actions in relation to the services. The right of use ends automatically on the termination of the service provision. The client is entitled to use the ICT resources only for its own internal business purposes and does not have the right to re-sell the ICT resources, in combination with its own services or otherwise, to offer them to third parties on a different basis or to use them for the benefit of third parties.
4. The client shall exercise all due care in the use of the ICT resources and will comply with the applicable laws and regulations, these terms and conditions and the (further) use conditions and/or use instructions published with or for the ICT resources or provided in other ways by Tempo-Team, including any changes to these. The client shall check the use instructions and conditions on a regular basis for any changes or additions to these. If Tempo-Team has to incur extra costs or devote extra time to the provision of its services because the client does not comply with its obligations, Tempo-Team has the right to charge for the extra costs to be incurred or the extra time to be spent as a result. If reasonably possible, Tempo-Team will warn the client in advance of potential additional costs and will enable the client to use the ICT resources in the correct manner after all before charging extra costs.

5. The client is responsible for the use made of the ICT resources by itself and its employees, including third parties that it deploys, and guarantees that these employees or third parties are competent and authorized to use the ICT resources and the associated information exchanged and to perform legal actions with the aid of the ICT resources. The client will ensure that only employees involved in the preparation, performance and/ or settlement of the offer, assignment or other agreements between the client and Tempo-Team are granted access to and make use of the ICT resources. The client shall compensate Tempo-Team for all damage arising from incorrect or improper use of the ICT resources by (employees of) the client and will indemnify Tempo-Team against third-party claims relating to such use and/or the data exchanged by means of the ICT resources. Without prejudice to its other rights, Tempo-Team is authorized to suspend the use of the ICT resources or to temporarily or permanently deny the client's (employee concerned) access to the ICT resources if it fails to comply with the aforementioned terms and conditions and instructions. Tempo-Team is not liable for any damage suffered by the client as a result.
6. The client will take appropriate technical and organizational measures aimed at correct and undisturbed use of the ICT resources and to prevent damage to the ICT resources and the data exchanged with these.
7. Unless otherwise agreed, the client and Tempo-Team each bear their own costs incurred for (the provision or use of) the ICT resources.
8. ICT resources may not be used for storing unique data or for a back- up of these. The data accessible via the ICT resources are displayed and stored in the ICT resources on a temporary basis only. The client must itself provide an adequate back-up of data, in compliance with the provisions of the law and the general terms and conditions and is responsible for compliance with its custody obligations pursuant to the law, regulations or agreements. If unique data stored in/on the ICT resources are damaged or lost as a result of a malfunction, Tempo-Team is not liable for this.
9. In using the ICT resources, the client shall not cause any hindrance to Tempo-Team, the other users of the ICT resources or other third parties. The client must immediately follow all instructions issued by Tempo-Team to prevent or cease such hindrance, without prejudice to Tempo-Team's right to suspend the use of the ICT resources in order to halt such hindrance.
10. Unless explicitly stated or agreed otherwise, the ICT resources are designed for use by natural persons. Without the prior written consent of Tempo-Team, it is not permitted to allow the ICT resources to be contacted or used by automated systems, or to create a connection between the ICT resources and an automated system.
11. If the client receives log-in details for the use of the ICT resources from Tempo-Team, these must be treated in strict confidence. The client holds full responsibility for all use and misuse of the ICT resources with the aid of these log-in details. The client is bound by legal actions performed with the use of the log-in details (such as making applications or corrections of time registration records offered via the tool). Tempo-Team is entitled to assume that users of the log-in details are authorized to represent the client. If the client suspects that the confidentiality of the log-in details has been breached or that there is misuse of the log-in details, the client must report this to Tempo-Team at the earliest opportunity. Tempo-Team will then deactivate the relevant log-in details as quickly as possible.
12. Tempo-Team can provide support for the use of the ICT resources by telephone and/or e-mail, but is not obliged to do so. The client must always first make efforts itself to solve any issues with the aid of the available documents and instructions issued earlier before support can be offered.

### **Article 33: Operation and availability of ICT resources**

1. Tempo-Team will make reasonable efforts to secure the availability and quality of the ICT resources. However, Tempo-Team does not guarantee the continual, malfunction-free availability of the ICT resources or full, correct data processing with these. Tempo-Team is explicitly not responsible for defects in the availability and operation of the ICT resources due to force majeure (explicitly including malfunctions on the internet, hacking, denial and service attacks) and/or due to the actions or omissions by (employees of) the client or third parties deployed by the client.
2. The client will notify Tempo-Team immediately if it observes malfunctions or (accidentally) gains access to data that are not intended for the client. The client shall provide all necessary assistance for any malfunction investigations and, if possible, will delete all data that are not intended for it immediately, in a manner to be specified by Tempo-Team. If no malfunction is found or this was caused by the client or third parties that it deployed, Tempo-Team reserves the right to charge the client reasonable costs for the malfunction investigation and any solution for the malfunction.
3. Tempo-Team has the right to temporarily suspend the availability of the ICT resources if this is necessary in connection with a change to be implemented or in connection with preventive and/or corrective maintenance. Tempo-Team will make reasonable efforts to limit the inconvenience for the client as far as possible.

- Tempo-Team has the right to modify the ICT resources from time to time, for reasons including technological developments, changes in its business processes or company policy. Existing functionality may then be modified, expanded or deleted. Where possible, the client will be given advance notice of changes to the ICT resources that have a material impact for the client (e.g. because data must be entered in a different way from that time on) via the ICT resources or by other means. The client must therefore regularly check any use instructions and other data that Tempo-Team provides via the ICT resources or in other ways, and take these into account in the use of the ICT resources.

### **Article 34: Security**

- Your personal data and business information are secure with us. Tempo-Team is ISO 27001-certified. Among other things, Tempo-Team takes appropriate security measures in order to protect the ICT resources from damage through viruses or other software or messages, or through unauthorized access to and use of the client's data. Tempo-Team's security measures have been laid down in the RGN Information Security Policy. Tempo-Team in any event takes the following security measures for that purpose:
  - The ICT resources, on which the client's data are stored, are placed in locations to which only authorized persons have access and which are secured with fire detection equipment and an access control system;
  - Tempo-Team makes use of anti-virus programs to protect its data from hackers and known viruses as effectively as possible;
  - Tempo-Team uses 'layered' firewall technologies in order to allow authorized users from outside and within Tempo-Team access only to the data relevant to them.
- The client is aware that it is not possible to fully rule out every infection of ICT resources and all unauthorized use, misuse and/ or unintentional damage to or loss of data. Tempo-Team accepts no liability in respect of the client if, despite the measures taken, the client's data are still damaged, lost or used by unauthorized persons unless this is demonstrably the direct result of malicious intent or gross negligence on the part of Tempo-Team.
- If the client and Tempo-Team create a link between the systems of the client and Tempo-Team as part of the agreed service(s), the client shall take adequate measures to protect the ICT resources and the data processed on these against damage, misuse and unauthorized access via the link from the client's systems. Tempo-Team may impose further requirements for this and reserves the right to temporarily disable the link if a security defect at the client constitutes a risk for the ICT resources or other Tempo-Team systems.

### **Article 35: ICT resources and information**

- The information displayed via the ICT resources is compiled and composed with due care. However, Tempo-Team cannot guarantee that this information will always be correct, complete and up to date. Shortcomings may be the result of Tempo-Team's dependence on third- party information, for example, or the administrative processes or the technology used, or malfunctions on the internet. If the client observes that certain data are incorrect, it will notify Tempo-Team of this without delay.
- If the client passes on information to Tempo-Team via ICT resources, it is itself responsible for ensuring that this information is complete and correct. Tempo-Team may assume that this is the case in its service provision. Tempo-Team is not required to check the accuracy and completeness of information passed on by or on behalf of the client. If Tempo-Team nevertheless does so on occasion and provides advice on this, this takes place without obligation and without acceptance of any liability for this.
- Tempo-Team is authorized (but not required) to delete, change or add to information exchanged via the ICT resources without prior notice if this proves to be (or to have become) inaccurate or incomplete.
- Sending or posting messages and/or uploading material of a misleading, insulting, discriminatory or otherwise unlawful or, in the opinion of Tempo-Team, inappropriate or unnecessarily hurtful nature is not permitted. Tempo-Team reserves the right not to post such messages and/or uploads or to delete or change these without prior notice.
- With regard to the content of information exchanged or legal actions performed via the ICT resources, the records of this in or by means of the ICT resources are decisive. These records are also decisive with regard to the time at which the information was made available or was received by Tempo-Team, or the relevant legal action was performed. If the time and content of the information or the legal action are contested by the client, with justification, Tempo-Team will investigate this in a reasonable and transparent manner and will notify the client of the results of this. The client does not have the right to suspend payments on the grounds of such a dispute.

### **Article 36: Prescribed IT resources or services from (supplier of) the client**

1. If the client makes IT resources available to Tempo-Team, including for the exchange of data and the performance of legal acts, or prescribes the use of a specific ICT resources and/or a specific supplier to Tempo-Team, the following provisions apply:
  - The client declares and guarantees that it will comply with its obligations pursuant to the General Data Protection Regulation (GDPR) in full, in particular Articles 24, 25, 30, 32, 33 and 34 of the GDPR;
  - If the client (partly) uses the services of a third-party supplier, this third-party supplier qualifies as the processor of client. The client declares and guarantees to Tempo-Team that it has agreed on the invoicing and the required binding agreements with the relevant supplier as its processor. In particular, the client declares and guarantees to Tempo-Team that the client and its processor comply with Articles 28 and 29 of the GDPR;
  - The client shall not require any data from Tempo-Team that Tempo-Team is not permitted to provide or gather pursuant to the laws and regulations. The client is responsible for the further processing of the data provided to it by Tempo-Team;
  - The client indemnifies Tempo-Team against all claims from candidates, employees, employees of the client or other third parties against Tempo-Team in connection with a violation by the client of the provisions in this Article and will reimburse the related costs incurred by Tempo-Team.

### **Article 37: Economic sanctions**

1. The client declares that its company, any subsidiaries and its Managing Board members and employees do not appear on sanctions lists and have also never been the subject of claims, legal proceedings or investigations in connection with economic sanctions. The client guarantees that the client and any subsidiaries do not act in contravention of economic sanctions and are also not involved in activities as a result of which Tempo-Team or its employees will act in contravention of economic sanctions. The client guarantees that money paid to Tempo-Team does not originate from activities in contravention of economic sanctions.

### **Article 38: Applicable law and choice of forum**

1. These General Terms and Conditions, assignments and/or other agreements are governed by Dutch law. All disputes arising from or relating to a legal relationship between the parties shall, at Tempo-Team's choice, be adjudicated in the first instance solely by the competent section of the District Court of Amsterdam or by a court that is competent by or pursuant to the law.

### **Article 39: Final provisions**

1. If one or more provisions of these terms and conditions are null and void or are nullified, the assignment, the other agreement and these terms and conditions shall remain in effect in other respects. The provisions that are not legally valid or which cannot be applied in law shall be replaced by provisions that, as far as possible, are consistent with the purport of the provisions to be replaced.
2. Tempo-Team has the right to transfer its rights and obligations pursuant to the assignment, the other agreement and these terms and conditions to a third party. Unless otherwise agreed in writing, the client is not permitted to transfer its rights and obligations pursuant to the assignment, the other agreements and these terms and conditions to a third party.
3. In the event of exceptional (foreseen or unforeseen) circumstances, such as changes in laws and regulations and in the CLA, Tempo-Team has the right to adjust or terminate the assignment or other agreement with immediate effect if, in view of the exceptional circumstances, Tempo-Team cannot reasonably be required to allow the assignment or other agreement to continue under the same conditions.



***tempo team***