

general terms and conditions

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general

section.



general section.

article 1: applicability

1. These General Terms and Conditions are applicable to all (applications for) Quotations and offers from, as well as Orders and Subsequent orders with Randstad RiseSmart to the extent these relate to the Services.
2. These General Terms and Conditions, hereinafter referred to as the Conditions, consist of a general section and special sections. The special sections are tailored to the specific Services of Randstad RiseSmart.
3. Where the general and the special section govern the same subjects, if and in as far as the regulations in the special section deviate from the general section, that which is stated in the special section takes precedence.
4. Provisions deviating from these Conditions and/or Orders are only valid if and in as far as these deviations have been confirmed in writing by Randstad RiseSmart.
5. The applicability of general (purchasing) conditions of the Client is expressly excluded.

article 2: definitions

In these Conditions, the following terms are written with a leading capital letter. These terms are defined as follows:

- **Client:** the natural or legal person who Randstad RiseSmart instructs to perform a Service.
- **Randstad RiseSmart:** Randstad RiseSmart B.V. Randstad RiseSmart is part of the Randstad Group.
- **Services:** the Services of Randstad RiseSmart as they are described in the special sections of these Conditions, each of which is referred to hereinafter as: the 'Service'.
- **Quotation:** an offer made by Randstad RiseSmart to perform one or more Services under certain conditions for the Client.
- **Assignment:** the Assignment agreement between Client and Randstad RiseSmart on the basis of which Randstad RiseSmart provides the Client with one or more Services. An assignment can also act as a framework agreement whose conditions are applicable to Parties placing Subsequent orders.
- **Subsequent Assignment:** an assignment that refers to an Assignment (framework agreement) that has previously been entered into, where the general agreements of this Assignment are also applicable to the Subsequent Assignment. If an Assignment is mentioned in these Conditions, this also refers to a Subsequent Assignment.
- **Assignment confirmation:** the document to be sent by Randstad RiseSmart by means of which an assignment becomes effective and which at least states a description of the Service, the tariff and the duration of the Assignment.
- **Parties:** Randstad RiseSmart and Client jointly.
- **Tariff:** the amount per Assignment and/or per hour, excluding VAT, to be charged by Randstad RiseSmart to the Client for performing a Service.
- **Conditions:** these 'General Terms and Conditions of Randstad RiseSmart' consisting of the general section and the special sections tailored to the specific Services of Randstad RiseSmart.
- **Employee:** the employee of the Client as defined in one of the special sections (depending on the Service that is delivered) of these Conditions.

article 3: request for quotation

1. A request from the Client to provide a Quotation is free of obligation and can be withdrawn until the moment when the Quotation is provided by Randstad RiseSmart.

article 4: quotation

1. Every Quotation with attached conditions replaces any previous Quotation(s), unless (and then, in as far as) a previous Quotation is declared applicable in the later Quotation.
2. Without prejudice to the jurisdiction of Randstad RiseSmart as stated in the next paragraph of this article, every Quotation is valid for 2 months.
3. Randstad RiseSmart is entitled to withdraw a Quotation and/or to break off negotiations relating to the conditions under which the Service is performed for as long as full agreement about the conditions has not been reached with the Client. The withdrawal of the Quotation or the breaking off of negotiations shall not result in any liability on the part of Randstad RiseSmart for loss incurred by the Client and/or third parties.
4. Quotations are based on information that is provided by the Client to Randstad RiseSmart. The Client shall ensure that, to the best of its knowledge, it provides all relevant and essential information to Randstad RiseSmart. Randstad RiseSmart shall, to the best of its knowledge and ability, offer a Quotation based on this information.

article 5: realization, duration and (premature) termination of the assignment

1. The Assignment is established by the Client and Randstad RiseSmart by signing the Assignment, or by Randstad RiseSmart confirming this by means of an Assignment confirmation or at the moment when Randstad RiseSmart actually starts performing the Services.
2. The Assignment is entered into for the period stated in the Assignment and thus legally ends on the end date stated in the Assignment unless the Service to be performed based on the Assignment has been completed and finalized prior to the expiry of the end date, in which case the Assignment then legally ends. The Parties can agree in writing, prior to the end date, that the Assignment will be continued for an additional stated period, in which case the Assignment legally ends on the subsequent end date agreed upon, or earlier if the Service to be performed based on the Assignment has been completed and finalized prior to the expiry of the end date.
3. Unless otherwise agreed in writing, premature termination of the Assignment is not possible.
4. If Parties agree to a Subsequent assignment that refers to the general agreements in an existing Assignment, then the general agreements stipulated in the Assignment referred to (such as subsequent legal provisions, price agreements, subsequent specifications, etc.) are also applicable to the Subsequent Assignment, except in as far as explicit deviations in writing from the relevant Assignment are made in the Subsequent Assignment. Subsequent Orders that have not yet ended upon ending of the Assignment, are continued unchanged (provided that in the opinion of Randstad RiseSmart payment for the Subsequent Assignment to be performed has been adequately guaranteed) in accordance with the conditions agreed

for these Subsequent Orders until the moment when these Subsequent Orders have validly ended.

article 6: involvement with personnel

1. During the term of the Assignment as well as for 6 months after termination of the Assignment, the Parties shall refrain from, directly or indirectly, recruiting employees from the other party and third parties who, on behalf of the other party, have been involved in the execution of the Assignment, or from entering into an Assignment agreement or contracting work with them, or becoming involved with them in any other way.

article 7: obligation to provide information

1. The Client continually provides Randstad RiseSmart with all information that Randstad RiseSmart requires to optimally perform the Services. If, in the opinion of Randstad RiseSmart, the information to be received by Randstad RiseSmart is not made available, not made available in a timely manner, or not in accordance with the agreements, then Randstad RiseSmart is entitled to suspend the execution of the Assignment as well as to charge the Client for the costs incurred in this respect in accordance with its usual tariffs.

article 8: assignment

1. Randstad RiseSmart is, under its responsibility, entitled to deploy third parties, including self-employed persons for the execution of its obligations arising from the Assignment.
2. The Parties are entitled to transfer their rights derived from the Assignment to third parties.
3. Randstad RiseSmart cannot transfer its obligations that arise from the Assignment to third parties without the written permission of the other party (with the exception of companies that are part of the same concern of the transferring party). This permission shall however, not be refused on unreasonable grounds. The Client is not entitled to transfer its obligations arising from the Assignment to a third party.

article 9: tariffs and adjustment of tariffs

1. The Assignment and/or Assignment confirmation states the Tariffs used by Randstad RiseSmart for performing the Services. All Tariffs are in Euro and exclude VAT, unless explicitly stated otherwise.
2. The Tariffs are per Assignment, product, project and/or per hour and, unless explicitly stated otherwise, exclude order-related costs, including (if applicable) travelling costs, parking costs and accommodation expenses, training costs and/or costs for the Assignment relating to the equipping and/or adjustment of a workplace. Work activities that are not mentioned in the Assignment and/or Assignment confirmation, are charged for separately.
3. The Tariffs and order-related costs can be adjusted by Randstad RiseSmart in the meantime if this is warranted by Randstad RiseSmart being confronted by cost- and price increases and/or a change in the wage level of the employees working at Randstad RiseSmart. Adjustment of Tariffs takes place based on the index for wages according to the collective bargaining agreement as published by the Central Bureau of Statistics supplemented by the full or the proportional amount by which the costs for the activities arising from the Assignment have

increased.

Adjustment of order-related costs takes place based on the full or the proportional amount by which the costs for the activities that arise from the Assignment have increased.

4. Without prejudice to that stated in the previous paragraph of this article, Randstad RiseSmart can annually increase the Tariffs per Assignment, product, project or per hour. Such an increase can only be implemented after consultation with the Client.
5. If circumstances arise that hinder the execution of the Service and/or Assignment, such as, but not limited to, expansion of or change in the work activities and/or the failure to co-operate or inadequate co-operation on the part of the Client, this can result in adjustment of the Tariff.

article 10: invoicing, payment and consequences of defaulting on payment

1. If a (lump sum) amount is agreed, Randstad RiseSmart immediately charges the amount to the Client upon commencement of the work activities. In all other cases, Randstad RiseSmart invoices monthly.
2. Payment of invoices must take place within 14 days of the invoice date. Only payment to Randstad RiseSmart grants discharge.
3. If the Client disputes the invoice in full or in part, he must report this in writing to Randstad RiseSmart within 14 calendar days of the invoice date, stating the exact reasons. Upon expiry of this period, the Client is no longer entitled to dispute the invoice. The burden of proof in relation to disputing the invoice in a timely manner rests on the Client. Disputing the invoice does not relieve the Client from his payment obligation.
4. In the event of payment not being made in a timely manner, Randstad RiseSmart is entitled to suspend its obligations arising from the Assignment. This suspension does not relieve the Client from his obligation to pay the invoices that are still due in full.
5. The Client is not authorized to offset the invoice amount by means of a justified or unjustified counterclaim and/or to postpone payment of the invoice.
6. In the event of payment not being made in a timely manner, the Client shall be legally in default as from the first day after the end of the agreed payment period and interest at 1% per calendar month shall be payable on the outstanding amount, whereby a part of a month is counted as a full month.
7. The copy of the invoice sent by Randstad RiseSmart in the possession of Randstad RiseSmart serves as full evidence of the principal sum as well as the interest being due, and the day on which the calculation of interest commences.
8. If, in the opinion of Randstad RiseSmart, the financial position and/or the payment behavior of the Client warrants this, upon written request to do so, the Client must make an advance payment and/or furnish adequate security (for example, by means of a bank guarantee, pledge or otherwise) for his obligations towards Randstad RiseSmart. Security can be requested for existing as well as future obligations; an advance payment is only applicable to future obligations. The amount of requested security and/or the requested advance payment must be proportional to the extent of the relevant obligations of the Client. If the Client does not provide the advance payment referred to in this paragraph or does not furnish the requested security within the stated

period, then the Client is automatically in default without any further notice of default being required and Randstad RiseSmart is entitled to suspend the execution of the Services, or to dissolve the Assignment in accordance with that stated in article 14 of the Conditions.

9. All judicial and extrajudicial collection costs are charged in full to the Client. The fee for extrajudicial collection costs is set at 15% of the principal sum due, including the interest referred to in paragraph 7 of this article, with a minimum amount of € 250,- per claim. This fee shall always be due from the Client as soon as Client is in default and shall be charged without additional proof being required.
10. If the Assignment is entered into with more than one Client, all Clients are jointly and severally liable for complying with the obligation to pay the entire principal sum, additional costs, statutory interest as well as the contractual interest, regardless of the name on the invoice.
11. Randstad RiseSmart is entitled to transfer claims that it has on the Client to third parties.

article 11: obligation to do one's utmost and liability

1. Based on the information supplied by the Client pursuant to article 7, Randstad RiseSmart performs the work activities to the best of its ability, in accordance with that stated in the Assignment and in accordance with that which is customary on the market, according to the requirements of professional practice, professionalism and integrity.
2. Randstad RiseSmart does its utmost to optimally contribute towards achieving the results desired by the Client but, unless expressly otherwise agreed, is not guilty of attributable failure towards the Client if, despite its efforts, the activities performed by Randstad RiseSmart do not achieve the results desired by the Client. Randstad RiseSmart is obliged to make every effort to perform the Assignment properly. If, and in as far as, Randstad RiseSmart does not fulfil this obligation, Randstad RiseSmart is, with due consideration of the provisions later in this article, obliged to pay compensation for the loss and damage caused to the Client, provided that the Client submits a written complaint in this respect to Randstad RiseSmart as soon as possible, however at the latest, within three months of this loss or damage occurring or becoming evident, and demonstrates that the loss or damage is the direct consequence of an attributable shortcoming on the part of Randstad RiseSmart, its subordinates and/or its deployed third parties.
3. If the Client does not fulfil the obligations arising from this Agreement and/or the Assignment(s) arising therefrom, including but not limited to, the failure to co-operate or inadequate co-operation of the client, the failure to comply with the obligation to provide information pursuant to article 7, the client is obliged to pay compensation for all existing and future loss and damage incurred by Randstad RiseSmart without prior notice of default being required. The Client must indemnify Randstad RiseSmart as required in this respect.
4. Any liability of the parties, per event and per year, is limited to the tariff that Randstad RiseSmart can charge to the Client within the framework of the Assignment, with a maximum of € 500.000,- per event and € 1.000.000,- per year. The Parties shall in no way be liable for indirect loss and damage, including consequential loss and damage, loss of profit, lost savings and loss due to business stagnation.
5. If the Parties have agreed that Randstad RiseSmart shall supply its Services at a location of the Client, the Client shall provide office space that meets the requirements of the Working Conditions Act ('Arbeidsomstandighedenwet') and the regulations based thereon. Unless it is evident that an attributable shortcoming in the fulfilment of its obligations exists on the part

of Randstad RiseSmart, Randstad RiseSmart is not liable for possible claims from employees of Randstad RiseSmart or third parties towards Randstad RiseSmart that directly or indirectly relate to the execution of the Assignment at a location of the Client or at a location designated by the Client. The Client indemnifies Randstad RiseSmart in this respect.

6. Randstad RiseSmart is not liable for damage and loss in the broadest sense of these words caused by (former) Employees of the Client or third parties or that can be attributed to the behaviour of the aforementioned Employees or third parties. Client indemnifies Randstad RiseSmart in this respect.

article 12: dissolution

1. Each of the Parties is entitled to dissolve the Assignment judicially or extrajudicially by way of notice sent by registered post if:
 - the other Party fails to fulfil its obligations and also continues to fail to fulfil its obligations after the expiry of a reasonable period to be stated in writing by the other party;
 - the other Party is in default
 - suspension of payments has been requested for the other Party, or the other Party has been declared bankrupt, or such a request has been submitted (possibly by itself);
 - the other Party goes into liquidation or is otherwise completely or partly wound up and is not legally pursued with legal proceedings;
 - a Force Majeure situation persists as described in article 15 of the general part of these Conditions;
 - all goods of the other Party have been seized and this seizure has not been lifted within thirty (30) days; and/or
 - execution of the Assignment in full or in part is prevented by legislation or regulations.
2. If a Party uses its dissolution right, this shall not affect its entitlement to claim compensation including the costs for legal assistance, from the other Party, whilst taking account of that stated elsewhere in these Conditions.

article 13: confidentiality, professional secrecy and personal data

1. The Parties are obliged to observe professional secrecy in relation to all information that they know, or should know, is confidential and that has been disclosed to them during the execution of the Assignment unless one of the Parties, by virtue of a legal obligation, is required to supply this information data to third parties. The Parties are responsible for ensuring that their employees and the third parties deployed by them observe the same professional secrecy.
2. In relation to the order or other agreement, personal data, i.e. concerning candidates and employees, are exchanged on a regular basis. The client and Randstad RiseSmart are required to protect the confidentiality of these data in compliance with the General Data Protection Regulation (GDPR) and related laws and regulations. The client shall not require any data from Randstad RiseSmart that Randstad RiseSmart is not permitted to provide pursuant to the applicable laws and regulations. Both Randstad RiseSmart 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. The client is responsible for the further processing of the data provided to it by Randstad RiseSmart.

3. The client is responsible for ensuring that personal data are provided to Randstad RiseSmart 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. If necessary, the Parties conclude a limited data processing agreement for the provision of contact details of the relevant persons (employees) of the client to Randstad RiseSmart.
4. The client indemnifies Randstad RiseSmart against all claims from candidates, employees, employees of the client or other third parties in respect of Randstad RiseSmart in connection with a violation of the provisions of this Article by the client and will reimburse the related costs incurred by Randstad RiseSmart.

article 14: intellectual property rights

1. All intellectual property rights to the works contributed, developed or furnished by Randstad RiseSmart within the framework of the Assignment (including, but not limited to: Quotations, analyses, procedures, reports, documentation, drafts, knowhow, databases, Internet portals, software and trademarks), unless expressly otherwise agreed, shall be held by Randstad RiseSmart, its licensors or its suppliers.
2. Exclusively for the duration of the Assignment and only for the purpose of the Assignment, Randstad RiseSmart grants the Client a non-exclusive and non-transferable right to use the works referred to in paragraph 1 of this article whilst observing that which is stated by law, in the Assignment and in these Conditions.
3. (Unless the express permission in writing from Randstad RiseSmart has been obtained for this) the Client is not authorized to disclose, reproduce or make available to third parties the works referred to in paragraph 1 of this article.

article 15: force majeure (act of god)

1. Randstad RiseSmart is not obliged to fulfil any obligation if it considers that this is not reasonably possible due to changes outside its control that could not have been foreseen when commencing the Assignment. These changes for example include, but are not limited to, war, threats of war, strikes, fire and other severe disruptions in the organization of Randstad RiseSmart and/or the Client or subcontractors and/or suppliers.
2. Randstad RiseSmart shall inform the Client as soon as possible about a situation as referred to in the previous paragraph of this article and consult with Client to discuss a period for fulfilling the obligations. If the force majeure situation is temporary, the obligations of Randstad RiseSmart arising from the Assignment shall be suspended for the period during which this situation continues. If the force majeure situation is permanent, the Assignment can be dissolved extrajudicially.
3. If a force majeure situation exists, Randstad RiseSmart is not liable to pay any compensation to the Client and/or third parties.

article 16: use of internet portals

1. If contractually agreed, Randstad RiseSmart can provide the Employees with access to the Internet portal. For example, in order to support a mobility- or re-integration process, by means of a personal login code, the Employee thus has access to questionnaires, tests, workbook exercises, reading texts and vacancies.

2. Randstad RiseSmart shall make every reasonable effort to guarantee the availability and quality of the internet portals . Randstad RiseSmart is however not responsible for the continuous, fault-free availability of the internet portals, or for the accuracy of the stated information. Randstad RiseSmart is entitled to temporarily suspend the availability of the internet portals when this is necessary in relation to a change to be implemented or in relation to (preventive) maintenance.
3. Randstad RiseSmart is not responsible and liable for non-availability or reduced operation of WorkInsight ('WerkInzicht') as a result of Force Majeure (expressly including faults on the Internet, hacking or denial of service attacks) and/or as a result of the actions or negligence of the Employee.
4. Terms and Conditions for Use of the internet portals are made available to the Employee. The Client shall ensure that the Employee complies with the Terms and Conditions for Use.

article 17: scope of these conditions

1. If one or more of these Conditions, the Quotation or Assignment appear to be invalid or cannot be legally applied, the other provisions shall remain applicable. The provisions that are invalid or cannot be legally applied shall be replaced by provisions that match the scope of the provisions to be replaced as closely as possible, such that these replacement provisions are valid.
2. The titles of the articles in these Conditions are only for informative purposes; no rights can be derived from these titles.
3. Provisions of these Conditions that due to their nature are also intended to continue after termination of the Assignment, remain applicable after termination of the Assignment between the Parties. These provisions for example include, but are not limited to, provisions relating to intellectual property, professional secrecy, personal data, liability, involvement with personnel and choice of forum.
4. If a situation arises between the Parties that is not provided for in these Conditions, then this situation must be assessed in accordance with the spirit of these Conditions..
5. If Randstad RiseSmart does not always require strict compliance with these Conditions, this does not mean that the provisions of these Conditions are not applicable, or that in other cases, Randstad RiseSmart to some degree would be deprived of the right to require strict compliance with the provisions of these Conditions.

article 18: disputes and choice of forum

1. The legal relationship between the Parties to which these Conditions are applicable, is governed by Dutch law.
2. All disputes arising from or relating to the legal relationship between Parties shall be resolved as far as possible by optimal consultation. If the dispute cannot be resolved by optimal consultation between the Parties, the dispute shall be exclusively dealt with by the Court of First Instance in Amsterdam.

special section;

mobility.



special section; mobility.

article 1: applicability

This special section of the Conditions is applicable to all (applications for) Quotations and offers from, and Orders and Subsequent orders with Randstad RiseSmart in as far as these relate to Mobility.

article 2: additional definitions

In addition to the Definitions in the general section of these Conditions, the following terms in this special section are written with a leading capital letter. These terms are defined as follows:

- **Service:** Mobility, in the broadest sense of the word.
- **Mobility:** individual and/or collective counselling-, coaching- and/or work placement activities for Employees focusing on relocation in another function or in other activities within or outside the organisation of the Client, in the broadest sense of the word.
- **Employee:** (former) employee of the Client who participates in Mobility.
- **Co-operation agreements:** the 'Randstad RiseSmart Co-operation Agreements' that Randstad RiseSmart and the Employee observe towards each other.

article 3: cancellation regulations

1. If training courses and/or courses are provided by Randstad within the framework of (collective) counselling-, coaching- and/or work placement activities, in the event of cancellation within 48 hours prior to the commencement of the aforementioned activity (activities) for which an Employee has enrolled, the costs for the agreed activity (activities) shall be charged, regardless of the reason for cancellation. If a mobility budget has been established, then the costs shall be charged to the mobility budget.

article 4: subsequent provision pertaining to obligation to provide information

1. The information to be provided by the Client pursuant to article 8 of the general section of these Conditions includes (in as far as the scope of this information is permitted by law): possible physical, psychological and other circumstances that can affect the career of the Employee.

article 5: subsequent provisions pertaining to the tariff

1. Related costs as referred to in article 10.2 of the general section of these Conditions includes costs relating to education and training, testing, extra reports, the deployment of third parties, costs for renting and/or equipping locations and extra training for the management of the Client.
2. In order to protect the interests of the Employees, the Tariff does not depend on the results of the counselling-, coaching- and/or work placement activities, unless the Parties explicitly agree otherwise.
3. The Tariff is also payable if Randstad RiseSmart cannot perform activities arising from the Assignment as a result of the Employee not fulfilling the agreements made with him, regardless of the reason.

article 6: subsequent provision pertaining to liability

1. Randstad RiseSmart is not liable for loss and damage in the broadest sense of these words that the Employee incurs during the execution of the Assignment initiated for him and when performing work activities within the framework of the Assignment, unless the loss or damage results from a failure by Randstad RiseSmart to fulfil its obligations by virtue of the Assignment, with this being attributable to Randstad RiseSmart. The Client indemnifies Randstad RiseSmart in this respect.

article 7: voluntary participation, impartiality, due care, and prevention of unjustifiable discrimination

1. The participation of the Employee in the counselling-, coaching- and/or work placement activities takes place voluntarily and shall not be regarded by the Client as inadequate performance nor as agreement with relocation or termination of the employment or recognition for the need for this.
2. Randstad RiseSmart shall behave impartially towards the Client and the Employee.
3. During the counselling and work placement and all related activities arising from the Assignment, Randstad RiseSmart shall comply with the Co-operation agreements.
4. Randstad RiseSmart shall refrain from any form of discrimination.
5. Randstad RiseSmart shall not make abusive or offensive remarks about other counselling- and work placement agencies, Clients and/or Employees.
6. Randstad RiseSmart is not permitted to receive a fee for the counselling and work placement, in any form whatsoever, from a party other than the Client. If the Employees are (temporarily) made available to a third party to perform work and/or to acquire work experience under the management and supervision of that third party, Randstad RiseSmart is entitled to receive a fee from that third party, unless the Parties agree otherwise.

article 8: subsequent provision pertaining to privacy and personal data

1. If requested, Randstad RiseSmart shall inform the Employee about any personal data recorded for him or her, as well as about the way in which, the moment when, and the purpose(s) for which this data is processed.
2. Randstad RiseSmart has privacy regulations and shall comply with the content of the privacy regulations, as well as the provisions of the the General Data Protection Regulation (GDPR) during the execution of the Assignment.
3. Randstad RiseSmart is also obliged to impose the obligations referred to in the previous paragraph of this article on third parties who are involved on behalf of Randstad RiseSmart with the execution of the Agreement and the Assignment arising from this for the Client.

article 9: complaints/dispute regulations

1. Randstad RiseSmart has regulations for dealing with complaints/disputes. These regulations state how the Client and the Employee can deal with complaints relating to the activities of Randstad RiseSmart. The regulations are provided to the Client and/or the Employee upon request.

article 10: limitation, suspension or termination of the activities

1. Randstad RiseSmart is entitled to limit or suspend in full or in part or terminate the counselling-, coaching- and/or work placement activities arising from the Assignment and to dissolve the Assignment judicially or extrajudicially, without observing any notice period and without any liability for Randstad RiseSmart to pay compensation to the Client, the Employee or third parties, if:
 - the Client or the Employee supplies incorrect information to Randstad RiseSmart, or if different or new information is made available that poses a serious threat to the execution or duration of the Assignment;
 - the Employee repeatedly fails to follow advice and/or shows inadequate motivation or commitment and/or is absent without a valid reason, or fails to comply with the Co-operation Agreements or other agreements;
 - the Employee is unable to co-operate in relation to the agreed counselling-, coaching- and/or work placement activities.
2. The advisor from Randstad RiseSmart shall discuss the intention to limit, suspend or terminate the counselling-, coaching- and/or work placement activities with another advisor from Randstad RiseSmart before making this intention known in writing to the Client and the Employee. This intention shall state a period within which the Client and the Employee can express their views about this intention. Upon expiry of this period or after the views have been made known, Randstad RiseSmart makes a decision in relation to the (unchanged) continuation of the Assignment.

special section;

re-integration 2nd leg.



special section; re-integration 2nd leg.

article 1: applicability

This special section of the Conditions is applicable to all (applications for) Quotations and offers from, and Orders and Subsequent orders with Randstad RiseSmart in as far as these relate to Re-integration.

article 2: additional definitions

In addition to the Definitions in the general section of these Conditions, the following terms in this special section are written with a leading capital letter. These terms are defined as follows:

- **Service:** Re-integration (2nd leg), in the broadest sense of these words.
- **Re-integration:** Re-integration (2nd leg), i.e. the optimisation or re-establishment of the employment market participation of the Employee outside the organisation of the Client, in the broadest sense of these words.
- **Re-integration process:** the set of Products deployed per individual Employee.
- **Re-integration plan:** the plan drawn up by Randstad RiseSmart based on the relevant information made available by the company doctor of the Client (such as, for example, the stress profile, the problem analysis and the advice provided on the basis thereof) including the Re-integration process and the associated Products that Randstad RiseSmart shall deploy, implement and coordinate during the process, as well as the associated timeframe.
- **Product(s):** the Products and activity (activities) that can be deployed by Randstad RiseSmart in order to execute a Re-integration process.
- **Employee:** the (partially) disabled and/or disabled employee with a structural, functional or hours limitation, employed by the Client, on behalf of whom the Client has concluded an assignment with Randstad RiseSmart in relation to the deployment of the Re-integration process.
- **'UWV':** the Employee Insurance Administration.
- **Cooperation agreements:** the 'Randstad RiseSmart Co-operation Agreements' that Randstad RiseSmart and the Employee observe towards each other.

article 3: subsequent description of services

1. A re-integration process starts with an exploratory interview and/or an intake that Randstad RiseSmart conducts with the Employee. Randstad RiseSmart compiles a Re-integration Plan in consultation with the Client. The Re-integration Plan denotes how the Re-integration is implemented. Randstad RiseSmart endeavors to compile the Re-integration Plan within 10 working days after the intake has taken place and shall submit this Re-integration Plan to the Client for approval.
2. After receiving permission from the Client, Randstad RiseSmart commences its work activities, the deployment of the Products included in the Re-integration Plan, and (organizing) the actual implementation of the Re-integration process for the Employee.
3. Randstad RiseSmart sends a copy of the final Re-integration Plan to the Client prior to the commencement of the Re-integration Process, so that this plan constitutes part of the Assignment.
4. In consultation with the company doctor of the Client and after approval from the Client, Randstad RiseSmart can modify the Re-integration Process (if Randstad RiseSmart deems this to be necessary with the intention of enhancing the re-integration options and, of course, whilst taking account of the medical limitations of the Employee stated by the company doctor, and after consultation with the Employee).

5. Randstad RiseSmart is obliged to provide the relevant Employee (upon his/her request) with all relevant information that relates to the Re-integration Process initiated for him/her.
6. After rounding-off a Product, Randstad RiseSmart shall provide the Client and, (if legally required) the 'UWV', with a report about the Products that have been deployed for Re-integration, at least once every three months. If the Client requests this (and hence also gives permission to do so), Randstad RiseSmart shall also provide the 'UWV' (in as far as this is legally permitted) with information about the execution of the Assignment.
7. If requested, Randstad RiseSmart shall inform the Client per Assignment about the possibilities or lack of possibilities known to it for receiving subsidy for Re-integration, and shall upon receiving a separate request from and payment by the Client, coordinate the subsidy request in this respect on behalf of the Client and submit it to the relevant bodies. Randstad RiseSmart is not responsible for the possible receipt of the subsidy (subsidies) requested on behalf of the Client and is also not liable for any loss, in the broadest sense of these words that is incurred as a result of not granting the subsidy request.

article 4: obligations of the client

1. The Client is obliged to provide Randstad RiseSmart with full co-operation and to do its utmost so that Randstad RiseSmart is able to perform its work activities properly and to optimally deploy the Products in order to optimise the likelihood of Re-integration. This for example also includes, but is not limited to, providing all necessary information upon the request of Randstad RiseSmart about the Employee for enabling the optimal implementation of a Re-integration process, the (if desired and necessary) modification of the workplace of the Employee after consultation with Randstad RiseSmart and after approval by the Client, offering other suitable work to the Employee (on a temporary or permanent basis), offering him/her opportunities for further education, promoting and discussing the concept of employees of the Client being available for Randstad RiseSmart, etc., providing access to relevant documents, etc. The costs incurred in this respect are charged to the Client and are, if applicable, separately charged by Randstad RiseSmart to the Client.
2. The Client must ensure that the company doctor deployed by the Client and/or the (medical) experts deployed by the Client is/are informed about the agreements concluded with Randstad RiseSmart as part of the Re-integration. The Client shall also encourage and promote the co-operation between Randstad RiseSmart and the relevant company doctor of the Client where necessary.
3. The responsibility of the Client for Re-integration continues for as long as he employs his Employee. If the Client decides to continue the Assignment (or allow it to be continued) after the end of the employment, the 'UWV' must be informed and have granted permission in this respect. The Client is responsible for ensuring compliance with all of its (aforementioned and other) obligations from these Conditions in such situations.

article 5: subsequent provision pertaining to the tariff, invoicing and payment

1. In order to protect the interests of the relevant Employee(s), the Tariff does not depend on the results of the Re-integration process, unless the Parties explicitly agree otherwise.
2. The Tariff is also payable if Randstad RiseSmart cannot perform its activities arising from the Assignment as a result of the relevant Employee not fulfilling the agreements made with it, regardless of the reason.

article 6: subsequent provision pertaining to liability

1. Randstad RiseSmart is not liable for loss in the broadest sense of the word that an Employee incurs during the execution of the Re-integration process initiated for him/her and/or when performing work activities within the framework of the Re-integration process, unless the loss results from the failure of Randstad RiseSmart to fulfil its obligations arising from the Assignment. The Client indemnifies Randstad RiseSmart in this respect.

article 7: voluntary participation, impartiality and prevention of unjustifiable discrimination

1. Randstad RiseSmart only performs the Assignment if the Employee has already stated that he/she is prepared to voluntarily participate in promoting his/her Re-integration and thus wishes to make use of the services of Randstad RiseSmart.
2. Randstad RiseSmart shall behave impartially towards the Client and the Employee.
3. Randstad RiseSmart shall refrain from any form of discrimination.
4. Randstad RiseSmart shall not make abusive or offensive remarks about the Employee, Clients and/or other re-integration agencies.
5. During the Re-integration and all related activities arising from the Assignment, Randstad RiseSmart shall comply with the Co-operation Agreements.

article 8: subsequent provision pertaining to privacy and personal data

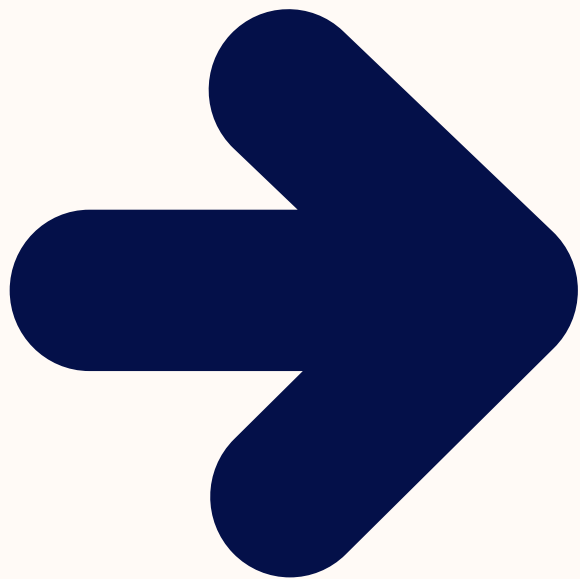
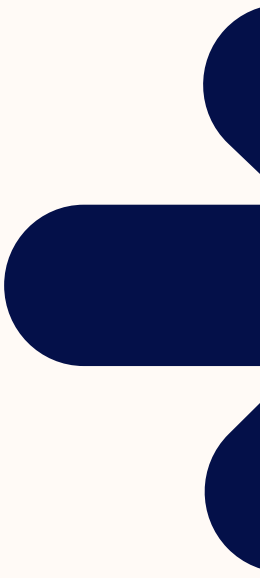
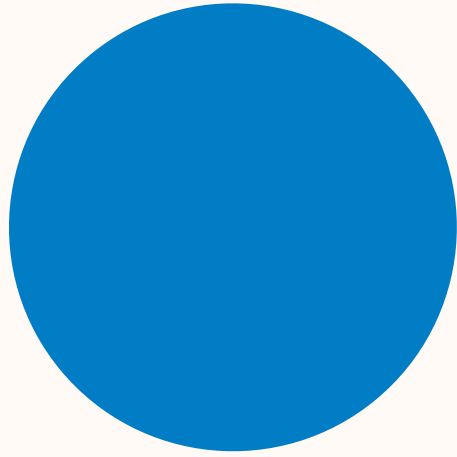
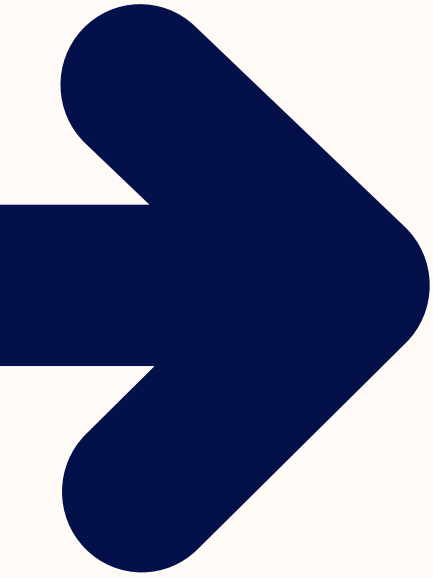
1. If requested, Randstad RiseSmart shall inform the Employee about any personal data recorded for him or her, as well as about the way in which, the moment when, and the purpose(s) for which this data is processed.
2. Randstad RiseSmart has privacy regulations and shall comply with the content of the privacy regulations, as well as the provisions of the the General Data Protection Regulation (GDPR) during the execution of the Assignment.
3. Randstad RiseSmart is also obliged to impose the obligations referred to in the previous paragraph of this article on third parties who are involved on behalf of Randstad RiseSmart with the execution of the Agreement and the Assignment arising from this for the Client.

article 9: complaints/dispute regulations

1. Randstad RiseSmart has regulations for dealing with complaints/disputes. These regulations state how the Client and the Employee can deal with complaints relating to the activities of Randstad RiseSmart. The regulations are provided to the Client and/or the Employee upon request.

article 10: limitation, suspension or termination of the activities

1. Randstad RiseSmart is entitled to limit or suspend and/or terminate in part or in full its activities arising from the Assignment and to dissolve the Assignment judicially or extrajudicially, without observing any notice period and without any liability for Randstad RiseSmart to pay compensation to the Client, the Employee or third parties, if:
 - agreement cannot be reached with the Client within a reasonable period about the way in which the Re-integration process must be commenced, continued or adjusted;
 - if the Employee indicates that he/she is not willing (or is no longer willing) to co-operate or no longer actually co-operates in relation to the Re-integration process initiated/to be initiated for him/her;
 - the Client or the Employee supplies incorrect information to Randstad RiseSmart;
 - the Employee repeatedly fails to follow advice and/or shows inadequate motivation or commitment and/or is absent without a valid reason, or fails to comply with the Co-operation Agreements or other agreements;
 - the Employee is unable to co-operate in relation to the agreed Re-integration process.
2. The advisor from Randstad RiseSmart shall discuss the intention to limit, suspend or terminate the activities with another advisor from Randstad RiseSmart before making this intention known in writing to the Client and the Employee. This intention shall state a period within which the Client and the Employee can express their views about this intention. Upon expiry of this period or after the views have been made known, Randstad RiseSmart makes a decision in relation to the (unchanged) continuation of the Assignment.



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