

General Terms and Conditions of Randstad Payroll Solutions



good to know you

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 randstad

Staffing | Professionals | Search & Selection | HR Solutions | Inhouse Services

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introduction to and explanation of the General Terms and Conditions of Randstad Payroll Solutions

General

These are the general terms and conditions of Randstad Payroll Solutions. These terms and conditions apply to the assignment of payroll employees by Randstad Payroll Solutions BV and its affiliated companies, referred to hereinafter jointly as Randstad Payroll Solutions. The companies of Randstad Payroll Solutions form part of the Randstad Group and are all members of the Dutch Association of Payroll Companies (VPO).

Payrolling

The content of these general terms and conditions is largely based on the special nature of payrolling, which differs substantially, for instance, from supplying goods or contracting for work. Three parties are involved in payrolling: the client, the payroll employee and Randstad Payroll Solutions. The following is important for a proper understanding of the relationship among all parties concerned and of the how and why of these general terms and conditions.

The payroll employee and Randstad Payroll Solutions enter into what is known by law as a temporary employment contract. This is a special employment contract by means of which Randstad Payroll Solutions assigns the payroll employee to a client in order to perform work under that client's management and supervision. The payroll employee is thus formally employed by Randstad Payroll Solutions. There is no employment contract between the payroll employee and the client. Even so, the payroll employee physically performs his/her work at the client. The client in question manages and supervises the work.

There are two types of temporary employment contracts: the payroll employee works on the basis of a temporary employment contract with a 'temporary employment clause'¹ or the payroll employee works on the basis of a temporary employment contract without a 'temporary employment

¹ As long as the temporary employment clause applies, the temporary employment contract will end if the client terminates the assignment (or if the payroll employee reports in sick).

clause'. Pursuant to the VPO Terms and Conditions of Employment for Payroll Company Employees, it is not possible to enter into a temporary employment contract with a temporary employment clause. As such, if you register an employee for payrolling at Randstad Payroll Solutions, he/she can only be offered a temporary employment contract without a temporary employment clause! This means that the end of the assignment does not automatically terminate the agreement between the payroll employee and Randstad Payroll Solutions. Reference is then generally made to secondment. The difference between payrolling on the one hand, and assignment and secondment as carried out by most temporary employment agencies in the Netherlands on the other hand, is that in case of payrolling the client recruits and selects the payroll employee.

The temporary employment contract with the payroll employee (because this does not differ further substantially from a 'normal' employment contract) is moreover referred to simply at Randstad Payroll Solutions as an employment contract.

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The legal position and conditions of service of the payroll employee are governed by the ABU Collective Bargaining Agreement for Temporary Workers and the VPO Terms and Conditions of Service for Payroll Company Employees. These terms and conditions of employment are applied in full by all members of the VPO and apply in addition to the conditions of the ABU Collective Bargaining Agreement for Temporary Workers.

An assignment contract exists between the client and Randstad Payroll Solutions, which forms the basis for the assignment of a payroll employee. These general terms and conditions apply to that contract. This contract provides for matters such as working hours, the duration of the assignment and the applicable rate. These arrangements are generally agreed or confirmed in writing.

The most important aspects of the general terms and conditions are explained briefly below².

The term of the assignment contract

The term of the assignment contract is arranged in the best way possible with the client.

²This introduction aims to explain the main aspects of the general terms and conditions. The text of the General Terms and Conditions of Randstad Payroll Solutions, as filed at the registry of the Amsterdam District Court dated 2 December 2011 under number 118/2011, is decisive.

There are two options:

- an assignment contract for a defined period, also known as a 'fixed-term assignment contract': this cannot be terminated early, unless expressly agreed otherwise;
- an assignment contract for an (as yet) unknown period, also known as an 'open-ended assignment contract'. This can always be terminated with due observance of a notice period, unless it has been agreed that termination is not possible (for a certain period).

The assignment contract can be terminated in all cases if the other party imputably fails to abide by the arrangements or is unable to pay (e.g. in case of bankruptcy or liquidation). The assignment contract also ends if the employment relationship between Randstad Payroll Solutions and the payroll employee ends, for instance because the payroll employee has found a job elsewhere.

Exercising management and supervision/liability

Randstad Payroll Solutions is reliant on the client for a number of statutory obligations, among others, arising from the formal employer's role. Examples include compliance with the rules on working hours, verifying the identity of the payroll employee and providing what is known as a 'Arbodocument' (working conditions document) to the payroll employee. Randstad Payroll Solutions must be able to count on the client's cooperation, when needed. As stated, the client is responsible for managing and supervising how the employee performs his/her work. Randstad Payroll Solutions has no influence over the work or the circumstances under which it is performed. The client is therefore responsible for the work and the working conditions. The client is deemed to instruct, provide guidance to and treat the payroll worker in the same way as its own employees. The Dutch Working Conditions Act, for instance, stipulates that the client is the 'employer' of the payroll employee within the meaning of that Act. As a corollary of this responsibility, the client is also liable in case of any damage. The client is accordingly advised to check its insurance policy in this regard.

Rates

The Randstad Payroll Solutions rate to be paid by the client includes the labour costs (wage costs, income tax and social insurance contributions, etc.) and a margin for the performance of the services by Randstad Payroll Solutions.

The payroll employee's pay and other conditions of service are determined with due observance of the VPO Terms and Conditions of Employment for Payroll Company Employees and the ABU Collective Bargaining Agreement for Temporary Workers. Based on the terms and conditions of employment, every payroll employee is entitled to the same pay conditions (such as wage, wage increases, any one-off payments, reduction in working hours, allowances and reimbursement of expenses) as the client's employees who do the same or equivalent work.

The payroll employee is paid on the basis of time records. Randstad Payroll Solutions then sends an invoice to the client. Invoices must be paid by direct debit, unless otherwise agreed.

Randstad Payroll Solutions is reliant on information from the client to calculate the pay correctly. The client must thus ensure that Randstad Payroll Solutions always receives the correct information in due time regarding its remuneration scheme, any changes to it and any wage increases. The rate is determined or altered on the basis of that information.

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As labour costs may also increase during an assignment, for instance due to periodic or general wage increases, amendments to collective bargaining agreements and changes in contributions, Randstad Payroll Solutions is entitled to implement rate adjustments as a result of such cost price increases during the assignment.

Payment

Invoicing and payments take place on the basis of time records. The client is responsible for the accuracy of the information contained in those records. Time is usually accounted for by recording the hours in 'Mijn Randstad' (My Randstad). The payroll employee then records his/her hours on the timesheet in 'Mijn Randstad'. As the client agrees to the hours recorded online (via its 'Mijn Randstad' account), Randstad Payroll Solutions knows that the stated hours, reimbursement of expenses, etc. are correct. The client and Randstad Payroll Solutions may agree in some cases that time will be accounted for in another way.

General Terms and Conditions of Randstad Payroll Solutions

Article 1: Sphere of application

1. These general terms and conditions apply to all offers, assignments and other agreements of Randstad Payroll Solutions BV and its affiliated companies insofar as these relate to the provision of payroll employees to clients.
2. Any purchasing, or other, terms and conditions of the client are not applicable.
3. Arrangements that differ from these general terms and conditions will only apply if they are agreed in writing.

Article 2: Definitions

The following terms have the stated meaning in these general terms and conditions:

1. **Terms and Conditions of Employment:**
The VPO Terms and Conditions of Employment for Payroll Company Employees. These terms and conditions must be applied in full by all members of the VPO (Association of Payroll Companies) and apply in addition to the collective bargaining agreement.
2. **Collective Bargaining Agreement:**
The Collective Bargaining Agreement for Temporary Workers, entered into between the Algemene Bond Uitzendondernemingen (Association of Temporary Work Agencies - ABU) on the one hand and the FNV Bondgenoten (members of the Dutch Trade Union Confederation), CNV Dienstenbond (the Christian Trade Union for Workers Employed in the Commercial and Financial Sectors and Services) and De Unie on the other hand.

3. Hirer's remuneration:

The legally applicable remuneration of an employee employed by the client, working in a position that is the same as or equivalent to that of the payroll employee. According to the Terms and Conditions of Employment, the hirer's remuneration consists of the following elements in any case:

- a. the applicable periodic wages in the pay scale;
- b. the applicable reduction in working hours, to be compensated at the discretion of Randstad Payroll Solutions in time or money;
- c. allowances for overtime, shifted hours, irregularity (including public holiday allowance) and shift allowances;
- d. allowances for inconvenience (such as cold weather allowance) on-call duty and diplomas attained;
- e. initial wage increases, amount and timing as determined by the client;
- f. one-off payments if and insofar as this forms part of any agreed initial wage increase at the client in any year and the payroll employee is employed at Randstad Payroll Solutions at the time of its award;
- g. fixed one-off payments such as end-of-year bonuses and 13th month payments;
- h. any reimbursement of expenses: travelling time, travelling costs, accommodation costs and other expenses insofar as these are essential for the performance of the relevant duties;
- e. incremental increases, amount and timing as determined by the client.

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4. Login details:

User name/password combination(s) or other login details that the client receives from Randstad Payroll Solutions for the use of 'Mijn Randstad'.

5. Material:

All texts, software, databases, formats, graphic images, photographs, logos, sounds, music, trademarks, personal and other data and any other material developed by or on behalf of Randstad Payroll Solutions that is part of 'Mijn Randstad' as well as third-party material that is made available on 'Mijn Randstad' with that third-party's consent, including the design, selection, arrangement, look and feel, etc. of such material.

6. 'Mijn Randstad' (My Randstad):

The secure section of the Randstad Payroll Solutions website, www.randstadpayrollsolutions.nl, which is made available to the client to support the services provided by Randstad Payroll Solutions. The client can use 'Mijn Randstad', for instance, for submitting details, registering payroll employees, entering into assignment contracts, agreeing with the timesheets submitted by payroll employees and/or consulting its own or other details relating to the services of Randstad Payroll Solutions.

7. Assignment contract:

The agreement between a client and Randstad Payroll Solutions based on which a single payroll employee, as referred to in paragraph 2 of this article, is assigned by Randstad Payroll Solutions to the client to perform work under the client's management and supervision, in return for payment of the client's rate.

8. Client:

Any natural or legal person that has a payroll employee perform work under its management and supervision on the basis of an assignment contract, as referred to in paragraph 4 of this article.

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9. Client's rate:

The rate due by the client to Randstad Payroll Solutions, excluding allowances, reimbursement of expenses, one-off payments and VAT. Unless otherwise stated, the rate is calculated on an hourly basis.

10. Payroll employee:

Any natural person (m/f) who is recruited and selected by the client and registered at Randstad Payroll Solutions and who has entered into a temporary employment contract, as referred to in Article 7:690 of the Dutch Civil Code with Randstad Payroll Solutions, in order to perform work for the client in question under that client's management and supervision.

11. Randstad Payroll Solutions:

Randstad Payroll Solutions BV and its affiliated companies that provide payroll employees to clients on the basis of an agreement.

12. Assignment:

The assignment of a payroll employee under an assignment contract.

13. Holiday workers:

Scholars, students and others studying, who perform temporary work during the summer or other holidays of their educational institution following their course, and who do not continue to perform work afterwards in the employment of Randstad Payroll Solutions.

14. Week:

The calendar week that starts at 0h00 on a Monday and ends at 24h00 on a Sunday.

Article 3: Registration of payroll employee and procedure

1. The client registers the payroll employee that it has recruited and selected at Randstad Payroll Solutions by means of the duly completed (digital) registration form of Randstad Payroll Solutions that it completes together with the payroll employee. The client checks whether the portion of the registration form to be completed by the payroll employee has been correctly and fully completed. Randstad Payroll Solutions must receive the registration form no later than five days before the intended commencement date of the employment contract.
2. Randstad Payroll Solutions reserves the right not to process a registration form (and thus not to enter into an employment contract with the payroll employee). Merely completing and submitting the registration form does not give rise to any employment contract between the payroll employee and Randstad Payroll Solutions. The employment contract is only concluded once Randstad Payroll Solutions has confirmed it in writing or digitally by means of the assignment contract confirmation.
3. The client must ensure that Randstad Payroll Solutions is fully informed about the payroll employee's work history at the client before the employment contract is concluded. If the client provides inaccurate and/or incomplete information about the payroll employee's work history, it must compensate all damage suffered and/or to be suffered by Randstad Payroll Solutions as a result of that inaccurate and/or incomplete information to Randstad Payroll Solutions.

4. The client must carefully check the genuineness and validity of the payroll employee's identity document. The payroll employee's identity must also be checked (in order to preclude any cases of mistaken identity). The client then makes a clearly legible copy of the identity document (of the front and back in the case of an ID card) and the work permit (if applicable) for its own records and sends a clearly legible copy of the identity document and work permit (if applicable) together with the registration form to Randstad Payroll Solutions. The client consents to Randstad Payroll Solutions, and occasionally also Randstad Payroll Solutions' certification institute, checking the aforementioned procedure on a random basis at the client's premises. Randstad Payroll Solutions is not responsible or liable for any fine that is imposed on the client under the Foreign Nationals (Employment) Act.
5. Randstad Payroll Solutions is not responsible for damage resulting from the assignment of payroll employees who turn out not to comply with the client's requirements.

Article 4: Personal data of the payroll employee

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1. The parties must treat all registered personal data of a payroll employee that is disclosed before and during the assignment in confidence and with due observance of privacy legislation, including the Dutch Personal Data Protection Act. Among other things, this means that the parties may only record and use the personal data for the purposes for which it was supplied, such as registering payroll employees, the identification of actual or prospective payroll employees, the conclusion, performance and termination of assignment contracts, the implementation of laws and regulations and for internal management information.
2. The client must advise the payroll employee of any of his/her personal data that is registered and how, when and for which purpose(s) this data will be processed.

Article 5: The assignment contract and the assignment

1. The assignment contract is entered into for a specific period, unless otherwise agreed in writing.

2. The fixed term assignment contract is an assignment contract that is entered into:
 - either for a fixed period;
 - or for a determinable period;
 - or for a determinable period that does not exceed a fixed period.

The fixed-term assignment contract ends by operation of law upon the expiry of the agreed period or because a previously determined and objectively determinable event occurs.

End of the assignment contract

3. The early termination of the fixed-term assignment contract is not possible, unless otherwise agreed in writing. There is one exception to this rule: if a trial period is included in the employment contract between the payroll employee and Randstad Payroll Solutions, and Randstad Payroll Solutions can still terminate the employment contract during this trial period, the client may then terminate the assignment contract during this same period.

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4. Notice of termination of a fixed-term assignment contract must be given in writing with due observance of the notice period as agreed between the client and Randstad Payroll Solutions, which must however be at least six months.
5. Every assignment contract ends immediately due to termination when one of the parties invokes its termination because:
 - the other party is in breach and also fails to remedy that breach within a reasonable period that is later granted to remedy it;
 - the other party is liquidated;
 - the other party is declared bankrupt or has requested a moratorium on the payment of debts.

If Randstad Payroll Solutions invokes termination on one of these grounds, the client's conduct on which the termination is based implies a request by the client to terminate the assignment. Randstad Payroll Solutions will then not be liable for any resultant damage suffered by the client. Amounts receivable by Randstad Payroll Solutions will be immediately due and payable because of termination.

End of the assignment

6. The end of the assignment contract implies the end of the assignment. The termination of the assignment contract by the client entails a request by the client to Randstad Payroll Solutions to terminate the current assignment(s) as of the date on which the assignment contract validly ends or is validly terminated.
7. The assignment ends by operation of law if and as soon as Randstad Payroll Solutions can no longer provide the payroll employee because the employment contract between itself and the payroll employee has ended and cannot be consecutively continued for the benefit of the same client. Randstad Payroll Solutions is not imputably in breach towards the client in this case and is likewise not liable for any resultant damage that the client suffers.

Article 6: Right to suspend performance

1. The client is not entitled to temporarily suspend all or part of the payroll employee's assignment, except in case of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. Notwithstanding paragraph 1 of this article, suspension is possible if:
 - the client demonstrates that there is temporarily no work available, or that the payroll employee cannot be put to work;
 - and
 - Randstad Payroll Solutions can successfully rely on the exclusion of the obligation to continue to pay wages in respect of the payroll employee on the basis of the Terms and Conditions of Employment.The client is not liable to pay the client's rate for the duration of the suspension.
3. If the client is not entitled to temporarily suspend the assignment, yet temporarily has no work for the payroll employee or cannot put the payroll employee to work, the client is still obliged for the term of the assignment contract to pay the client's rate to Randstad Payroll Solutions in full for the number of hours and overtime that last applied or which is normal for each period (week, four weeks or month) under the assignment contract.

Article 7: Number of hours' work, working hours and training

1. The working hours, number of hours' work and rest periods of the payroll employee are the same as those that normally apply at the client in this regard, unless otherwise agreed. The client warrants that the number of hours' work, rest periods and working hours of the payroll employee comply with statutory requirements. The client will ensure that the payroll employee does not exceed the legally permitted working hours.
2. The client must ensure that the agreed number of hours' work, i.e. the number of hours that the payroll employee works each period, is not exceeded. If the payroll employee consistently works longer hours than agreed in the assignment confirmation, this may lead to the agreed number of working hours being extended (including on the basis of Article 7:601b of the Dutch Civil Code). In that case, Randstad Payroll Solutions will adjust the number of hours' work agreed with the client (if necessary, with retroactive effect). The client must then pay the client's rate for the new number of hours' work from the date of commencement of that adjustment.
3. If the temporary worker requires training or working instructions for the performance of the assignment contract, the hours that he/she spends on such training will be charged as hours worked to the client.
4. If the payroll employee makes a request to increase or reduce the number of hours' work, this will be adjusted in accordance with his/her wishes after consultation between the client and Randstad Payroll Solutions. Unless there are compelling business interests, in the opinion of Randstad Payroll Solutions, the request of the payroll employee will be agreed to at no charge.

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Article 8: Holidays, reduction in working hours and public holidays

Holidays

1. In accordance with the Terms and Conditions of Employment, the payroll employee is entitled to the same number of normal holiday hours as an employee of the client working in the same or an equivalent position, although not less than sixteen hours holiday, or a proportionate share

thereof if a full working month is not worked. Holiday hours that are related to the length of employment (seniority) are not regarded as normal holiday hours.

2. The client will enable the payroll employee to take his/her applicable days' holiday. These days will be determined in consultation between the client and the payroll employee. If they cannot reach consensus in this regard, the client must immediately inform Randstad Payroll Solutions thereof. The client is not liable for the client's rate in respect of the holiday hours taken by the payroll employee, unless it has chosen the payroll option under which the client's rate is due for holiday hours. The assignment confirmation will stipulate whether this payroll option has been chosen. The client keeps record of the days' holiday itself in that case. If the payroll employee has surplus days' holiday at the end of the employment contract, these days will be paid to him/her and invoiced to the client.

Reduction in working hours ('ADV')

3. The payroll employee is entitled to the same number of ADV days (for a reduction in working hours) as an employee of the client working in the same or an equivalent position. ADV days can be compensated in time or money. ADV days will be compensated in money by means of a surcharge on the payroll employee's gross hourly rate. If the payroll employee enjoys ADV days in time during the term of the employment contract, the client must record this on the digital registration form.

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Public holidays

4. The payroll employee is entitled to the continued payment of the hirer's remuneration for the same public holidays as an employee of the client working in the same or an equivalent position. The payroll employee is entitled in any case – additionally where applicable – to continued payment of his/her wages during recognised public holidays, insofar as these do not fall on a Saturday and/or Sunday and no work is performed because of that public holiday. Recognised public holidays include: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, Queen's Day or a day in its place, and Liberation Day every five years.

If the payroll employee has been unable to work because of a public holiday, the client will not be liable for the client's rate in respect of any such day that is not worked provided that it is a recognised public holiday.

The client will pay the client's rate on public holidays in the following cases:

- the payroll employee has been unable to work due to a public holiday that is observed at the client but which is not a recognised public holiday (e.g. 1 May or a non-Christian public holiday);
- the client has chosen the payroll option under which the client's rate is payable for hours not worked due to all public holidays (thus including recognised public holidays). The assignment confirmation will stipulate whether this payroll option has been chosen.

Information

5. The client must inform Randstad Payroll Solutions in writing, by means of the registration form and prior to the commencement of work, of the number of days' holiday, ADV days and public holidays that apply to the payroll employee.

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Short-term absence and special leave

6. The payroll employee is entitled to the continued payment of the hirer's remuneration during special leave and short-term absences as defined in the Terms and Conditions of Employment. If the payroll employee regularly takes special leave or has regular short-term absences, the client will pay the client's rate for the hours concerned, unless otherwise agreed in writing.

Short-term care leave

7. The payroll employee is entitled by law to take leave in order to look after a sick child, partner or parent (subject to an annual maximum of twice the number of hours' work per week). The leave may only be taken if and as long as it is necessary. The need for the leave may be subsequently demonstrated. If the payroll employee takes regular short-term care leave, the client will pay the client's rate for the hours concerned.

Holiday allowance

8. The payroll employee is entitled to the same holiday allowance as an employee of the client working in the same or an equivalent position,

on the understanding that the holiday allowance for the payroll employee amounts to at least 8% of his/her actual wage. The client must inform Randstad Payroll Solutions in writing, by means of the registration form and prior to the commencement of work, of the applicable holiday allowance within its company.

Holiday workers

9. A different arrangement applies to assignment contracts under which a holiday worker is assigned to the client. This different arrangement for holiday workers involves the following:

The provisions of the Terms and Conditions of Employment and these general terms and conditions apply equally to holiday workers on the understanding that:

- notwithstanding the provisions of paragraph 1, holiday workers are entitled to 13 ½ holiday hours per month, or a proportionate share thereof, if a full working month is not worked;
- notwithstanding the provisions of paragraph 4, the client is not liable to pay the client's rate for days that the payroll employee has been unable to work due to a public holiday;
- notwithstanding the provisions of paragraph 6, the client is not liable to pay the client's rate for hours when the holiday worker is absent for a short period or takes special leave.

Article 9: Company closures and compulsory days off

1. When entering into the assignment contract, the client must inform Randstad Payroll Solutions of any company closure dates and collective compulsory days off during the term of the assignment contract, so that Randstad Payroll Solutions can arrange for this to form part of the employment contract with the payroll employee, if possible. If the client fails to inform Randstad Payroll Solutions in due time, it will be liable to pay the client's rate in full to Randstad Payroll Solutions during the company closure for the number of hours and overtime that last applied or which is normal for each period under the assignment contract and terms and conditions.

Article 10: Continued payment in case of illness and long-term incapacity for work

1. If the payroll employee has been unable to work because of illness or long-term incapacity for work, the client will not be liable to pay the client's rate for the hours that are not worked, unless it has chosen a payroll option under which the client's rate is payable for hours not worked due to illness or long-term incapacity for work. The assignment confirmation will stipulate whether this option has been chosen.
2. Randstad Payroll Solutions calculates the number of 'illness hours' as follows:

Demonstrable 'illness hours'

Randstad Payroll Solutions takes the number of hours that the payroll employee would demonstrably have worked if he/she had not fallen ill (e.g. the number of hours which he/she is scheduled to work) as an initial starting point. These are the demonstrable 'illness hours'.

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Non-demonstrable 'illness hours'

It is possible that the number of hours that the payroll employee would have worked if he/she had not fallen ill is not demonstrable. The client will pay the agreed number of hours' work in that case. It is also possible that the number of hours worked and/or number of demonstrable 'illness hours' in a particular period is less than the agreed number of hours' work. In that case, in addition to the hours worked and/or the demonstrable 'illness hours', the client will also pay the remaining number of hours' work as non-demonstrable 'illness hours'. If a flexible number of hours' work has been agreed or if the number of hours actually worked exceeds the agreed number of hours' work, the number of hours' work will be determined on the average of the actual hours worked in the 13 weeks preceding the first day of illness.

Article 11: Position and remuneration

1. Prior to the commencement of the assignment contract, the client will provide a description of the duties to be carried out by the payroll employee and the accompanying pay classification in its remuneration scheme.

2. The remuneration of the payroll employee, including any allowances (such as for overtime, working shifts, working irregular times or days and/or for shifted hours), reimbursement of expenses and one-off payments, will be determined according to the collective bargaining agreement, the Terms and Conditions of Employment (including the provisions on hirer's remuneration) and the applicable laws and regulations, on the basis of the job description provided by the client.
3. If it becomes clear at any time that the job description and accompanying pay classification are inconsistent with the actual duties performed by the payroll employee, the client must furnish Randstad Payroll Solutions immediately with the correct job description and accompanying pay classification. The client must then determine the payroll employee's remuneration again on the basis of the new job description. The position and/or pay classification can be adjusted during the assignment contract if the payroll employee reasonably lays claim thereto by relying on laws and regulations, the Terms and Conditions of Employment, the collective bargaining agreement and/or the hirer's remuneration. If the adjustment leads to higher remuneration, Randstad Payroll Solutions will correct the payroll employee's pay and the client's rate accordingly. The client will be liable to pay this adjusted rate to Randstad Payroll Solutions from the time the actual duties are performed.
4. The client must provide information to Randstad Payroll Solutions, prior to the commencement of work, regarding the aspects of the hirer's remuneration referred to in Article 2, paragraph 3 (relating to the amount and timing of initial wage increases, only insofar as known at that time).
5. The client must notify Randstad Payroll Solutions in due time and in any case as soon as it becomes aware of the amount of alterations to the hirer's remuneration and initial wage increases.
6. The client will bear the risk and expense of any failure to pass on requested and/or necessary job and remuneration scheme arrangements, as these apply within its organisation, to Randstad Payroll Solutions, or of any failure to do so fully or correctly. The client indemnifies Randstad Payroll Solutions for all and any ensuing damage and/or costs.

Article 12: Proper management and supervision

1. The client must act in respect to the management and supervision of the payroll employee and performance of the work with the same due care that it is obliged to apply with regard to its own employees.
2. The client may not 'lend' the payroll employee to a third party, i.e. assign him/her to a third party for the purpose of performing work under that third party's management and supervision. Lending also means assigning a payroll employee to a legal entity with which the client is affiliated in a group.
3. The client may only put the payroll employee to work contrary to the provisions of the assignment contract and terms and conditions if Randstad Payroll Solutions and the payroll employee have given their prior written consent for this purpose.
4. The assignment of a payroll employee abroad by a client based in the Netherlands is only possible under the client's strict management and supervision and for a specific period, provided that this is agreed in writing with Randstad Payroll Solutions and the payroll employee has consented in writing.
5. The client will compensate the payroll employee for damage that he/she suffers if/when an item belonging to him/her is used, damaged or destroyed in connection with the assigned work.
6. Randstad Payroll Solutions is not liable towards the client for damage and losses suffered by the client, third parties or the payroll employee himself/herself arising from the payroll employee's acts or omissions.
7. Randstad Payroll Solutions is not liable towards the client for obligations that payroll employees enter into with or that are arranged for them in respect to the client or third parties, with or without the consent of the client or those third parties.
8. The client indemnifies Randstad Payroll Solutions against any direct or indirect liability (including for costs such as the actual costs of legal representation) in its capacity as the employer of the payroll employee

with regard to the damage, losses and obligations referred to in paragraphs 5, 6 and 7 of this article.

9. The client must insure itself, insofar as possible, against liability on the basis of the provisions of this article. The client must provide proof of insurance at the request of Randstad Payroll Solutions.

Performance reviews

10. The client must meet regularly with the payroll employee for the purpose of performance reviews or coaching interviews. The client must make a report of these discussions and furnish a copy thereof to the payroll employee and Randstad Payroll Solutions. The client must also hold an assessment or evaluation interview with the payroll employee at least once a year, or at least once during the assignment contract if its term is shorter than one year. The client will complete an assessment form and furnish a copy thereof to the payroll employee and Randstad Payroll Solutions.

Labour disputes

11. The client must notify Randstad Payroll Solutions immediately of any problems between itself and the payroll employee. The client and Randstad Payroll Solutions may then jointly decide which measures can and must reasonably be taken. Only Randstad Payroll Solutions as the employer may dismiss or impose other measures on the payroll employee. Randstad Payroll Solutions will only do this when it is entitled to do so on the basis of legislation and case law. The reasons for imposing the measure must also be sufficiently demonstrable in the opinion of Randstad Payroll Solutions. If the payroll employee has acted or failed to act in such a way that the client cannot be reasonably expected to let the assignment contract continue, and the employment relationship between the payroll employee and Randstad Payroll Solutions can be terminated as a result, Randstad Payroll Solutions may consent to the early termination of the assignment contract by the client. Randstad Payroll Solutions may attach conditions to granting this consent. This may include payment of compensation that Randstad Payroll Solutions is obliged to pay the payroll employee upon termination of the employment relationship.

Article 13: Working conditions

1. The client declares that it is aware that it is regarded as the employer in the Dutch Working Conditions Act.
2. The client is liable towards the payroll employee and Randstad Payroll for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and associated regulations in the area of safety in the workplace and good working conditions in general.
3. The client is obliged to provide written information to the payroll employee in due time, in any case one working day before the commencement of work, regarding the required professional qualifications and specific characteristics of the job to be performed. The client will actively advise the payroll employee on the Risk Assessment and Evaluation (RAE) that applies within its organisation.
4. If the payroll employee has a work-related accident or illness, the client must immediately inform the competent authorities thereof, if required by law, and ensure that a written report thereof is drawn up without delay. The circumstances surrounding the accident must be documented in the report in such a way that it can be established with a reasonable degree of certainty if and to what extent the accident was the result of insufficient measures having been taken to prevent the work-related accident or illness. The client must inform Randstad Payroll Solutions of the work-related accident or illness as soon as possible and furnish it with a copy of the drafted report.
5. The client must compensate the payroll employee for – and indemnify Randstad Payroll Solutions against – all damage (including costs such as the actual costs of legal representation) that the payroll employee suffers in relation to the performance of his/her work, if and insofar as the client and/or Randstad Payroll Solutions are liable for this damage under Articles 7:658 and/or 7:611 of the Dutch Civil Code. If the work-related accident results in death, the client will be obliged to compensate the damage (including costs such as the actual costs of legal representation) in accordance with Article 6:108 of the Dutch Civil Code to the persons mentioned in that article.

6. The client must insure itself adequately against liability on the basis of the provisions of this article. The client must provide proof of insurance at the request of Randstad Payroll Solutions.

Article 14: Prevention of impermissible discrimination

The client may not discriminate unlawfully, particularly on the basis of religion, personal convictions, political affinity, sex, race, nationality, sexual orientation, marital status, handicaps, chronic illnesses, age or any other ground relating to the payroll employee. The client indemnifies Randstad Payroll Solutions for any consequences of such unlawful discrimination that it practices.

Article 15: Client's rate

1. The client's rate due by the client to Randstad Payroll Solutions is calculated on the hours that Randstad Payroll Solutions can lay claim to under the assignment contract, and/or another agreement and/or these general terms and conditions and is always minimally calculated on the actual hours worked by the payroll employee. The client's rate is multiplied by the allowances (such as allowances for overtime, working shifts and, if applicable, the ADV allowance) and increased by the reimbursement of expenses and one-off payments that Randstad Payroll Solutions owes the payroll employee. A fixed one-off amount is immediately charged to the client when payment is made to the payroll employee, unless it has been agreed in writing with the client that the amount of the fixed one-off payment will be factored into the client's rate.
2. VAT is levied on the client's rate, the allowances, reimbursement of expenses and fixed one-off payments.
3. Randstad Payroll Solutions is entitled to adjust the client's rate, the allowances, the reimbursement of expenses and one-off payments during the term of the assignment contract if the costs of temporary labour increase:
 - as a result of an amendment to the Terms and Conditions of Employment, the collective bargaining agreement (as defined herein), the collective bargaining agreement and/or terms and

conditions of employment in force at the client or the wages governed by these instruments;

- as a result of amendments to or as a result of laws and regulations, including amendments to or as result of social security and tax legislation or any binding regulations;
- as a result of a periodic wage increase and/or a one-off compulsory payment arising from the Terms and Conditions of Employment, the collective bargaining agreement (as defined herein), the collective bargaining agreement and/or terms and conditions of employment in force at the client and/or laws and regulations.

4. Randstad Payroll Solutions will also be entitled to make interim adjustments to the client's rate, other than on the basis of paragraph 3, in accordance with the index figure of Statistics Netherlands (CBS) for contractual hourly wage costs (business services) in order to compensate for cost increases associated with the services it performs.
5. Randstad Payroll Solutions must communicate any adjustment to the client's rate to the client as soon as possible and also confirm it to the client in writing. If the remuneration and/or client's rate is/are fixed too low by reason of a cause that is attributable to the client, Randstad Payroll Solutions will be entitled – including subsequently and with retroactive effect – to raise the remuneration and/or client's rate to the correct level. Randstad Payroll Solutions may also charge the resultant amount underpaid by the client and any costs that it has incurred as a result to the client.

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Article 16: Special minimum payment obligation

If the extent of the work to be performed by the payroll employee and/or the working hours have not been clearly defined and the client does not give the payroll employee the opportunity to perform the work in at least three consecutive hours per call, the client will be liable to pay the client's rate per call for three hours, or as many more hours as agreed, to Randstad Payroll Solutions.

Article 17: Invoicing

1. Invoicing takes place on the basis of the time accounting method agreed with the client (e.g. digitally via 'Mijn Randstad', another

electronic and/or computerised system, or by means of lists drawn up by or for the client). However, time is usually accounted for via 'Mijn Randstad'. The payroll employee records his/her hours on the timesheet via 'Mijn Randstad'. The client must then check and approve the recorded hours via 'Mijn Randstad'.

2. The client must arrange for time to be accounted for punctually, correctly and completely and is obliged to check or have a third party check that the payroll employee's details therein are stated accurately and truthfully, including the name of the payroll employee, week numbers, dates, the number of hours worked, overtime, irregular hours and shift hours, other hours for which the client's rate is due under the assignment contract and any costs actually incurred.
3. If time is accounted for by means of expense claim forms, to be submitted as hard copies by the payroll employee, the client will keep a copy of the expense claim form. If there is any difference between the expense claim form submitted by the payroll employee to Randstad Payroll Solutions and the copy kept by the client, the expense claim form submitted by the payroll employee to Randstad Payroll Solutions will serve as conclusive evidence for payment unless the client submits proof to the contrary.
4. If the client accounts for the time worked itself, it must ensure that Randstad Payroll Solutions receives that accounting in the week immediately following the one worked by the payroll employee. The client is responsible for how time is accounted for to Randstad Payroll Solutions.
5. The client must give the payroll employee an opportunity to check the time records before their submission. If and insofar as the payroll employee disputes the details mentioned in the time records, Randstad Payroll Solutions will be entitled to establish the hours and costs according to the payroll employee's own list, unless the client can prove that the details it has submitted are indeed correct.

Article 18: Payment

1. Unless otherwise agreed, the client is obliged to authorise Randstad Payroll Solutions to collect the amounts due to it by the client by direct debit from the client's Dutch bank account. The client will not be entitled to cancel this authorisation at any time as long as it makes use of the services of Randstad Payroll Solutions without the prior written consent of Randstad Payroll Solutions.
2. The amounts due by the client will be collected approximately 14 calendar days after the transmission date of the invoices concerned. The client must always ensure that there are adequate funds in its bank or giro account for the direct debit order to go through.
3. If Randstad Payroll Solutions and the client have agreed that payment does not have to be made by direct debit, the client must pay any invoice of Randstad Payroll Solutions within 14 calendar days of the invoice date.
4. If the direct debit collection fails or if an invoice is not paid within the period mentioned in paragraph 3, the client will be in default by operation of law from the first day after expiry of the payment period and liable to pay interest at 1% per calendar month on the outstanding amount. Part of a month will be calculated as a full month for this purpose. The copy of the invoice sent to the client that is in the possession of Randstad Payroll Solutions will serve as full proof that interest is payable and of the date on which the interest calculation commences.
5. Only payments that are made to Randstad Payroll Solutions discharge the client from its obligations. Payments made by the client to a payroll employee, regardless of what they are called, are not binding on Randstad Payroll Solutions and cannot constitute any ground for debt repayment or set off.
6. If the client disputes all or part of an invoice, it must notify Randstad Payroll Solutions thereof in writing, stating its precise reasons, within 14 calendar days of the invoice date. The client's right to dispute the invoice lapses after this period. The burden of proof in relation to having disputed the invoice in due time lies with the client. Disputing the invoice does not release the client from its payment obligation.

7. The client is not entitled to set off the invoice amount, whether disputed or otherwise, against any rightfully or wrongfully contended counterclaim and/or to suspend payment of the invoice.
8. If Randstad Payroll Solutions is of the opinion that the client's financial position and/or payment record gives cause thereto, the client must make an advance payment and/or furnish adequate security, by means of a bank guarantee, pledge or otherwise, for its obligations towards Randstad Payroll Solutions at the latter's written request. Security may be requested for both existing and future obligations. An advance payment may only be requested for future obligations. The extent of the requested security and/or advance payment must be proportional to the extent of the client's relevant obligations.
9. If the client does not comply with its payment obligations or does not make the advance payment referred to in paragraph 8 or furnish the requested security within the period stipulated by Randstad Payroll Solutions, it will thereby be in default without the need for any further notice of default and Randstad Payroll Solutions will consequently be entitled to suspend the performance of all its obligations or to invoke the termination of all assignment contracts with the client. Randstad Payroll Solutions will then not be liable for any resultant damage suffered by the client.
10. All judicial and extrajudicial collection costs, as well as any reversal charges that Randstad Payroll Solutions incurs due to the failure of the client to fulfil its obligations under this article, will be payable in full by the client. The payment in respect of extrajudicial costs is fixed at 15% of the outstanding principal sum including VAT and interest (subject to a minimum of € 250 per claim), unless Randstad Payroll Solutions has demonstrably incurred more costs. The fixed amount will always be due by the client as soon as it is in default and will be charged without further proof.

Article 19: 'Mijn Randstad' Randstad's efforts

1. Randstad Payroll Solutions must make all reasonable efforts to guarantee the availability and quality of 'Mijn Randstad'. Even so, Randstad Payroll Solutions does not warrant the continuous, fault-free availability of 'Mijn Randstad', the completely correct processing of data using it or the accuracy of the details mentioned above. Randstad Payroll Solutions is entitled to temporarily suspend the availability of 'Mijn Randstad' if this is necessary in connection with an alteration to be implemented or preventive and/or corrective maintenance.
2. Randstad Payroll Solutions is not responsible for the non-availability or reduced performance of 'Mijn Randstad' due to force majeure (expressly including Internet failures or hacking, etc.) and/or the acts or omissions of the client or third parties hired by the client.
3. Randstad Payroll Solutions will adapt 'Mijn Randstad' from time to time, including in connection with technological developments and changes in its operational processes. Existing functionality may be adjusted, supplemented or removed as a result. Where possible, prior notice of adjustments in 'Mijn Randstad' that have an impact on the client (e.g. because information must be submitted in a new way) must be given to the client via 'Mijn Randstad' and/or by e-mail. The client must therefore regularly go through and observe the user instructions and other information that Randstad Payroll Solutions makes available via 'Mijn Randstad' and/or e-mail when using 'Mijn Randstad'.
4. Randstad Payroll Solutions is not obliged to check the completeness or accuracy of information or data that is submitted by the client via 'Mijn Randstad'. If Randstad Payroll Solutions nevertheless gives advice in this regard, it does so without obligation and without accepting any liability.

Login details

5. The client is fully responsible for any use and misuse of 'Mijn Randstad' with the help of the login details.
6. Legal acts performed while making use of the login details (e.g. awarding assignment contracts to Randstad Payroll Solutions or

approving the hours worked as recorded by payroll employees) are binding on the client. Randstad Payroll Solutions is entitled to assume that users of the login details are authorised to represent its client.

7. The login details should be treated in the strictest confidence and the client may only use and make these available to third parties if and insofar as strictly necessary to be able to make use of the services agreed between itself and Randstad Payroll Solutions.
8. If the client suspects that the confidentiality of the login details has been breached or that there has been any misuse of the login details, it must immediately notify Randstad Payroll Solutions. Randstad Payroll Solutions must then deactivate the relevant login details as soon as possible.

Use of Internet application

9. The telecommunication costs that the client incurs for the use of 'Mijn Randstad' are for its own account.
10. When using 'Mijn Randstad', the client may not act contrary to applicable laws and regulations, the user instructions published in or supplied separately from 'Mijn Randstad' and/or these terms and conditions.
11. The client must ensure that the people who it assigns to use 'Mijn Randstad' go through the instructions and manuals that are made available from time to time by Randstad Payroll Solutions in advance (where applicable) and strictly observe them.
12. The client should not use 'Mijn Randstad' as a storage facility for unique data or as a back-up thereof as it is not intended for this purpose. Randstad Payroll Solutions will not be liable if unique data that is stored on the Internet application is lost through a malfunction. The client must make its own arrangements for the adequate back-up of its data.
13. Unless expressly otherwise indicated or agreed, 'Mijn Randstad' has been developed for use by natural persons. 'Mijn Randstad' may not be approached or used by automated systems and a link cannot be created between 'Mijn Randstad' and an automated system without the prior written consent of Randstad Payroll Solutions.

14. If assignment contracts are awarded, or time accounting is approved via 'Mijn Randstad', the data registered in 'Mijn Randstad' will be decisive for the records in respect of those assignment contracts or time accounting. If the client disputes any amounts that are charged, Randstad Payroll Solutions must investigate this in a reasonable and transparent manner and advise the client of the results of its investigation. The client is not entitled to suspend payments on the basis of such a dispute.
15. The client must report malfunctions in 'Mijn Randstad' directly to Randstad Payroll Solutions. The client must provide all necessary cooperation for any investigation into the malfunction.
16. The client may not use 'Mijn Randstad' in any way that hinders Randstad Payroll Solutions, the other users of 'Mijn Randstad' or other third parties. The client must comply with all instructions of Randstad Payroll Solutions aimed at preventing or removing such hindrance and Randstad Payroll Solutions will be entitled to temporarily suspend the use of 'Mijn Randstad' in order to remove such hindrance if the client fails to act or cannot reasonably be expected to act, notwithstanding the other rights of Randstad Payroll Solutions.
17. The client is only entitled to use 'Mijn Randstad' for its own internal operational purposes and is not entitled to resell 'Mijn Randstad', whether or not bundled with its own services, to offer it to third parties on another basis or to use it for the benefit of third parties.
18. With due observance of the provisions of Article 4 (Personal data of the payroll employee), the client will be responsible when using 'Mijn Randstad' for only using and/or entering personal data (and consequently for submitting this data to Randstad Payroll Solutions) if and insofar as it is entitled to do so and has obtained any necessary consent for that purpose from the people concerned. The client indemnifies Randstad Payroll Solutions against all claims by payroll employees and other third parties and will reimburse related costs incurred by Randstad Payroll Solutions if Randstad Payroll Solutions is held liable by the payroll employee or a third party in connection with any breach of this article by the client.

Security

19. Randstad Payroll Solutions adopts security measures for 'Mijn Randstad' and the systems that it uses to provide 'Mijn Randstad' in order to prevent unauthorised access to and use of the client's data. Randstad Payroll Solutions will adopt the following security measures for this purpose in any case:
- The computer hardware on which the client's data is stored is placed in areas to which only authorised people have access and that are secured by fire detection equipment and an access control system;
 - Randstad Payroll Solutions makes use of antivirus programs to protect its data and files as effectively as possible against hackers and known viruses;
 - Randstad Payroll Solutions makes use of firewall techniques to only give authorised users outside and within Randstad Payroll Solutions access to the data that is relevant for them.
20. The client is aware that it is impossible to fully exclude all unauthorised use and unintended data loss. Randstad Payroll Solutions does not accept any liability towards the client if data of the client is impaired, lost or used by an unauthorised person in spite of the adopted measures, unless Randstad Payroll Solutions acts intentionally or is grossly negligent in this regard.
21. With due observance of the provisions of Article 4 (Personal data of the payroll employee), Randstad Payroll Solutions will treat the personal data entered by the client via 'Mijn Randstad' in confidence and adopt appropriate measures to protect the personal data processed therein against misuse and unauthorised access.

Intellectual property

22. All intellectual property rights to 'Mijn Randstad' and the material, as well as the property rights in relation to all systems, underlying works and inventions vest exclusively in Randstad Payroll Solutions or its licensors. The client will only be given a temporary, personal, non-exclusive and non-transferable right of use in this regard insofar as this is necessary for the agreed use of the services to be provided by Randstad Payroll Solutions, for the duration of those services.

23. Except insofar as these general terms and conditions and the applicable legislation determine otherwise, 'Mijn Randstad' and the material may not be copied, reproduced, published, saved, stored, altered, distributed and/or otherwise disclosed or duplicated in any way without the prior written consent of Randstad Payroll Solutions.
24. With due observance of the provisions of Article 4 (Personal data of the payroll employee), a copy of all or parts of the information on 'Mijn Randstad' may be made and/or saved for lawful use that benefits the client. Among other things, 'lawful use' means:
- use in connection with the performance of the assignment contract(s) between the client and Randstad Payroll Solutions;
 - use in order to comply with the client's statutory retention obligations;
 - use to limit or determine the extent of the client's recipients' or vicarious tax liability.
25. The historic information on 'Mijn Randstad' is not displayed and/or saved without restriction. The client is responsible for complying with its own retention obligations according to laws, regulations or the assignment contract. The client is entitled in accordance with the previous paragraph to copy this information insofar as the retention obligation extends to the information on 'Mijn Randstad'.

Article 20: Best efforts obligation and liability

1. Randstad Payroll Solutions is obliged to make the necessary effort to perform the assignment contract properly. If and insofar as Randstad Payroll Solutions fails to comply with this obligation, it will be obliged, with due observance of the provisions of paragraphs 2 and 3 below and elsewhere in these general terms and conditions, to compensate all ensuing damage of the client, provided that the client submits a written complaint regarding the damage to Randstad Payroll Solutions as soon as possible, although not later than three months after that damage arose or became known, and thereby shows that the damage is the direct consequence of an imputable breach by Randstad Payroll Solutions.
2. The client is free to enter into an agreement directly with the payroll employee or to present a declaration to him/her for signature in relation to the intellectual and industrial property rights referred to in paragraph 1.

3. Randstad Payroll Solutions is not liable towards the client for any fine or penalty that the payroll employee forfeits, or for any damage that the client suffers because the payroll employee or a third party relies on any intellectual and/or industrial property right.

Article 21: Intellectual and industrial property on payroll employees' work

1. At the request of the client, Randstad Payroll Solutions must arrange for the payroll employee to sign a declaration in order – insofar as necessary and possible – to enable or facilitate all intellectual and industrial property rights to the results of the payroll employee's work vesting in or being assigned to the client. If Randstad Payroll Solutions owes compensation in this regard to the payroll employee or must otherwise incur costs, the client will owe equal compensation or the same amount in costs to Randstad Payroll Solutions.
2. Any liability of Randstad Payroll Solutions is limited to the client's rate that it will charge to the client for the performance of the assignment contract, namely for the agreed number of hours' work and the agreed term of the assignment contract up to a maximum of three months. The maximum amount to be paid by Randstad Payroll Solutions in any case will not exceed the amount to be paid by its insurance.
3. The liability of Randstad Payroll Solutions for indirect damage, including consequential damage, lost profits, missed savings and business interruption loss is excluded in all cases.

Article 22: Confidentiality

1. Randstad Payroll Solutions and the client will not disclose any confidential information of or about each other, their activities and/or clients, which they have become aware of by reason of the assignment contract, to third parties, unless – and then only insofar as – the disclosure of this information is necessary for the proper performance of the assignment contract or because they have a statutory duty of disclosure.
2. At the client's request, Randstad Payroll Solutions must oblige the payroll employee to observe confidentiality regarding everything that he/she becomes aware or conscious of during the performance of the

work, unless he/she has a statutory duty of disclosure. The client is free to directly oblige the payroll employee to observe confidentiality.

3. Randstad Payroll Solutions is not responsible for any fine, penalty or damage of the client or a third party resulting from the breach of that duty of confidentiality by the payroll employee.

Article 23: Employee participation

1. The client is obliged to give a payroll employee who is a member of the Works Council and/or another co-determination body of Randstad Payroll Solutions or of its own Works Council, the opportunity to exercise his/her right to employee participation in accordance with the applicable laws and regulations.
2. If the payroll employee exercises this right within the client's organisation, the client will also be liable to pay the client's rate for the hours during which the payroll employee performs work or attends training in connection with exercising the right to employee participation during working hours.

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Article 24: Disputes

All disputes arising from or in relation to a legal relationship between the parties to which these general terms and conditions apply, will be exclusively settled in the first instance by the competent court in Amsterdam.

Article 25: Final provision

If one or more provisions of these general terms and conditions are invalid or declared void, the assignment contract and general terms and conditions will remain in force in all other respects. The provisions that are invalid or cannot be legally enforced will be replaced by provisions that approximate the purpose of the provisions to be replaced as far as possible.



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