

general terms and conditions

payrolling.

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 randstad

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article 1: scope of application

1. These General Terms and Conditions apply to all offers, assignments and other agreements between Randstad and the client concerning payrolling services.
2. Any procurement or other conditions applied by the client do not apply and are explicitly rejected by Randstad.
3. Agreements deviating from these General Terms and Conditions only apply if they have been confirmed in writing by Randstad or agreed in writing with Randstad. Such differing agreements apply only for the assignment(s) or other agreement(s) to which they are declared to apply.

article 2: definitions

- **assignment**: the agreement between the client and Randstad on the basis of which Randstad, at the request of the client, concludes an employment contract with a payroller who is then placed exclusively with the client by Randstad for the purpose of performing activities under the management and supervision of the client against payment of the rate.
- **assignment for a definite period**: the assignment pursuant to which an employment contract for a definite period is concluded with the payroller.
- **assignment for an indefinite period**: the assignment pursuant to which an employment contract for an indefinite period is concluded with the payroller.
- **call-up**: the call-up of the payroller to perform work at the client. Explanation: every call-up and the possible withdrawal/modification thereof must take place in writing or digitally (evidence with regard to this should be retained by the client for 5 years). The call-up must indicate the days and times when the payroller must come to work. The call-up must, in principle, be made at least 4 days prior to commencement of work or a shorter term if this is provided for in the sectoral or company CLA applicable at the client. The payroller cannot be obliged to come to work if the call-up is shorter. This also applies to modified summonses to work. If the call-up is partly or fully withdrawn or modified less than 4 days in advance or the aforementioned shorter term, the payroller is entitled to the wage he would have received if he had worked in accordance with the call-up.
- **client**: every natural person or legal entity with whom/which Randstad concludes an assignment or other agreement or to whom/which Randstad makes an offer.
- **confidential information**: information classified as such by the disclosing party and information which the recipient knew or should have reasonably known to be of a confidential nature.
- **economic sanctions**: all sanctioning and/or economic measures arising from the regulatory environment, conventions and embargoes and other decisions of agencies relevant to the Netherlands, including the European Union and the United Nations.
- **employment contract**: a payroll agreement as referred to in Article 7:692 of the Dutch Civil Code.
- **internet portal**: the non-public (sections of the) Randstad websites, in as far as these are accessible to clients within the context of (the provision of) one or more services.
- **in writing**: set down in writing or exchanged by means of (an) electronic message(s) such as via e-mail or the internet portals.
- **IT resources**: the technological tools used by Randstad in the provision of services, to which the client is granted direct or indirect access as part of the services, such as (interactive) websites, internet portal(s), computer systems, time registration systems, software, links (application interfaces), applications (apps) and e-mail.
- **offers**: all legal actions aimed at the realization of assignments or other (framework) agreements, including proposals, offers and price quotations.

- **on-call contract:** an employment contract within the meaning of Article 7:628a of the Dutch Civil Code. This is the case if:
 - a. the number of working hours is not recorded as a fixed number of hours per period of:
 - a maximum of 1 month; or
 - a maximum of one year and the entitlement to wage is spread evenly over that period; or
 - b. the employee is not entitled to a salary if there is no work for him.
- **on-call worker:** every payroller who works on the basis of an on-call contract.
- **placement:** the placement of payrollers for the purpose of performing work pursuant to an assignment, under the management and supervision of the client or a third party to be designated by the client in observance of these terms and conditions.
- **payroller:** every natural person recruited and selected by the client, who is placed exclusively with the client by Randstad, for the purpose of performing work under the management and supervision of that client or a third party to be designated by it with due observance of these terms and conditions on the basis of a payroll agreement as referred to in Article 7:692 of the Dutch Civil Code. For reasons of clarity, these terms and conditions always refer to 'the payroller', 'he' and 'him'. This also refers to female payrollers, 'she' and 'her'.
- **randstad:** Randstad Payroll Solutions bv or Randstad Payroll Publiek bv.
- **rate:** the rate owed by the client to Randstad in respect of the assignment carried out or the service to be provided on the basis of the assignment, exclusive of VAT.
- **related service provision:** service provision that supports or relates to the service provision of Randstad in the field of the placement of payrollers and that is implemented as an independent assignment, usually in combination with the aforementioned service. This includes e.g. the provision of IT resources and the provision of management information.
- **sanctions lists:** lists of companies, institutions and persons who are subject to economic sanctions.
- **service(s):** the Randstad services aimed at the placement of payrollers and the associated services.
- **terms of employment:** the terms of employment as referred to in Section 8a, subsections 1 and 2 of the Placement of Personnel by Intermediaries Act. Explanation: pursuant to these articles, payrollers are entitled to at least the same terms of employment that apply to employees who are employed in the same/equivalent positions in the employment of the client. This also applies to what is known as the client's 'continuity of employment'. If the client does not have employees in an identical/equivalent position as the payroller, the payroller will be entitled to at least the same terms of employment as those that apply to employees in identical/equivalent positions in the professional or business sector in which the client operates. In most cases, the matters set out above come down to the fact that the (sectoral or company) CLA and/or terms of employment applicable at the client apply in an equal manner to the payroller. If the client does not have employees in an identical/equivalent position, the client and Randstad will coordinate which CLA and/or terms of employment from the sector applies. The payroller is also entitled to an 'adequate pension' as referred to in Section 8a subsections 5 and 6 of the Placement of Personnel by Intermediaries Act if the employees of the employer in an identical/equivalent position or employees in an identical/equivalent position in the professional or business sector in which the client operates (if it does not have employees in an identical/equivalent position) are also entitled to a pension plan.

article 3: registering payrollers and work procedure

1. The client registers the payroller with Randstad by means of Randstad's (digital) declaration form completed correctly by it and by the payroller. The declaration form completed fully and

correctly by the payroller and the client must have been received by the contractor at least 5 working days before the payroller starts the activities.

2. Randstad reserves the right not to handle a declaration form and therefore not conclude an employment contract with the payroller. No employment contract is concluded between the payroller and Randstad as a result of completing and sending the declaration form. The employment contract will not be concluded until after Randstad has confirmed this in writing by means of confirmation of the assignment.
3. The client ensures that Randstad is fully informed of the payroller's employment history with the client before the employment contract is concluded. If the client provides incorrect and/or incomplete information concerning the payroller's employment history, the client will reimburse to Randstad all losses sustained and/or to be sustained by Randstad as a result of that incorrect and/or incomplete information.
4. Prior to registration, the client will be obliged in accordance with the provisions of article 19 of these terms and conditions to check the original proof of identity of the payroller for authenticity and validity. The identity of the payroller must also be checked.
5. The contractor is not liable for damage resulting from the placement of payrollers who prove not to comply with the requirements imposed by the client.

article 4: conclusion, term and end of the assignment

1. The assignment or other agreement is concluded in writing or confirmed by Randstad in writing. This finalizes the assignment, unless the client immediately notifies Randstad in writing, within 5 calendar days of the confirmation date, that the confirmation is an inaccurate representation of what was agreed.
2. Only assignments for a definite period are concluded, unless agreed otherwise in writing.
3. Assignments for a definite period are terminated by law through the expiry of the agreed term or through the occurrence of an objectively definable event determined in advance. Assignments for a definite period cannot be terminated early unless the payroller is still in his probationary period. In such cases, the assignment may be terminated with due observance of one working day and at the latest before the end of the probationary period.
4. The client will notify Randstad no later than 5 weeks before the end of the assignment for a definite period or at most 3 working days after Randstad has requested the client to do so, whether and, if so, for what term and under what other conditions it wishes to renew the assignment.
5. If the client and Randstad have agreed that it is possible to conclude assignments for an indefinite period, they will lay down in writing the agreements subject to which assignments for an indefinite period can be terminated. If no written agreements have been made and an assignment for an indefinite period exists, the following will apply:
 - a. In the event the client wishes to terminate an assignment for an indefinite period due to the fact that there is not enough work ('economical reasons'), the client will only have the right to terminate that assignment, with due observance of the notice period indicated in paragraph e of this article, if Randstad is of the opinion that the client has been able to demonstrate convincingly that the client is obliged to terminate the assignment for economical reasons, while also taking account of the applicable regulatory environment, including the Dismissals Decree. Stated succinctly, this means that the client must demonstrate that the lapse of the position of the payroller in question is necessary for efficient operations. The nomination for dismissal of the payroller in question must also be in accordance with the reflection principle at the client. The latter does not apply only if other rules for determining the selection for redundancy apply to the client. If this is the case, the nomination for dismissal must be in accordance with those rules.
 - b. In the event the client wishes to terminate an assignment for an indefinite period for

reasons other than economical reasons, such as unsatisfactory performance or a conflict in the workplace with the payroller in question, the client will only have the right to terminate that assignment, with due observance of the notice period indicated in paragraph e of this article, if the statutory conditions for dismissal for those reasons have been satisfied. The client will always involve Randstad in the matter on time so that Randstad is able to carry out its duties as an employer properly. The client will also provide to Randstad all information and documentation, such as meeting reports, that are relevant to the termination of the employment contract.

- c. As long as the statutory and other conditions for dismissal referred to in paragraphs a and b have not been satisfied, the assignment will continue until Randstad is able to terminate the underlying employment contract with the payroller in a legally valid manner, including termination of the employment contract with the consent of both sides.
 - d. In the event a redundancy plan or some similar arrangement applies at the client, the client will notify Randstad thereof on time. This redundancy plan also applies to the payroller and any costs that arise from this for Randstad will be charged to the client, such in accordance with the provisions of the fifth paragraph of this article.
 - e. Assignments for an indefinite period must always be terminated in writing with due observance of the applicable notice period as referred to in Article 7:672 of the Dutch Civil Code plus one month.
6. In the event Randstad owes the payroller a transition payment as a result of the end of the employment contract, this payment will not be charged to the client unless the parties have agreed that the transition payment will be charged because it is not included in the cost price. If Randstad owes the payroller (a) different statutory or other payment(s), such as a fair compensation or (severance) payment or reassignment process on the basis of a redundancy plan, which payment(s) exceed(s) the transition payment, the amount in excess of the transition payment will be charged to the client. Any costs of legal assistance which Randstad has to incur will also be charged to the client.
7. Every assignment may be terminated with immediate effect, with no notice period, by the other party if:
- the other party is in default and the other party's failure justifies termination;
 - the other party is taken over in whole or in part and this takeover justifies the termination;
 - the other party has been liquidated;
 - the other party has been declared insolvent or has submitted a petition to that effect; or
 - the other party has been granted a suspension of payment or has applied for a suspension of payment.

The party that gives notice of termination pursuant to this article is not liable to pay compensation towards the other party in connection with this termination. All of Randstad's claims become immediately due and payable as a result of the termination.

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

article 5: performance of the assignment

1. Randstad is required to make efforts to carry out the assignment and/or other agreement properly, in observance of the requirements of best practices and the applicable regulatory environment. If and to the extent Randstad fails to comply with this obligation, Randstad is required to compensate the damage directly arising from this for the client, provided the client submits a written complaint to Randstad as soon as possible, but no later than three months after this damage has arisen or become known, and demonstrates that the damage is the direct result of an attributable failure on the part of Randstad.

2. The client shall provide Randstad with all the required information on time and shall provide Randstad with all assistance that can reasonably be required to enable Randstad to carry out the assignment and/or the other agreement properly, in observance of the requirements of best practices and the applicable regulatory environment.
3. Information provided by Randstad in relation to the services, other than in an assignment (confirmation), other agreement or invoice, such as informative presentations, reports, suggestions and tips, are intended solely for the purpose of informing the client. No rights may be derived from this, other than those provided for in these terms and conditions.

article 6: number of working hours and work times of payrollers

1. On the contracting of the assignment, agreements are reached on the payroller's number of working hours and work times. The payroller's work times and break times are the same as the hours and times customary at the client. The client guarantees that the number of working hours and the work times and break times of the payroller comply with the statutory requirements. The client shall ensure that the payroller does not exceed the legally permitted work times and the agreed number of working hours, except in cases of occasional overtime.
2. The client will set the payroller to work for the full number of working hours agreed with Randstad. If the client temporarily has less or no work for the payroller or is unable to deploy the payroller, the client remains liable for the full rate for the agreed number of working hours for the remaining term of the assignment or, in the absence of a clear agreement, for the usual number of working hours.
3. In the event the payroller is entitled to an increase of the number of working hours as a result of an act or omission on the part of the client, the (minimum) number of working hours agreed with the client will be adjusted accordingly, retroactively if necessary, and the client will owe the client rate in respect of the adjusted number of working hours as from that moment.
4. If the payroller is an on-call employee, the client is responsible for summoning the payroller to work, demonstrably in accordance with the applicable regulatory environment, on behalf of Randstad. If the call-up of an on-call worker is entirely or partially withdrawn or modified by or at the initiative of the client within 4 days or a shorter term applicable in the CLA of the client before commencement of the work in question, the client will owe Randstad the client rate in respect of the withdrawn/modified hours.
5. If the number of working hours agreed with the payroller has to be adjusted in view of the provisions of Article 7:628a of the Dutch Civil Code, the number of working hours agreed will be determined accordingly in consultation with the client and from then on the rate for at least this adjusted number of working hours will become due as long as the employment contract continues.
6. The payroller's holiday and leave are determined by agreement between the client and the payroller. The client will enable the payroller to take holiday and leave with due observance of the law and the terms of employment.
7. The client shall enable the payroller to receive the training offered to him by law and pursuant to the terms of employment. The hours spent by the payroller on this training will be charged to the client as hours worked.
8. The client will give the payroller the opportunity to interrupt the work if and in as far as the payroller is entitled to claim this under the provisions of or pursuant to the Working Hours Act and/or the Working Conditions Act, for example in order to express milk following the birth of a child. If the payroller is entitled to pay for the hours spent on such interruptions of work, the client will be charged for these hours as hours worked.
9. On entering into the assignment, the client will inform Randstad of any company closures, mandatory collective days off and public holidays or special holidays during the term of the assignment.

10. If the scope of the work to be carried out by the payroller is less than 15 hours per week and the times at which the work is to be performed have not been laid down, or, in case of an on-call contract, and the client does not enable the payroller or enables him for less than 3 (consecutive) hours per call-up to perform the agreed work, the client will owe Randstad the client rate per call-up in respect of 3 or so many more hours as the payroller would usually have worked or could have expected to work.

article 7: remuneration payrollers

1. Pursuant to the provisions of Section 8a of the Placement of Personnel by Intermediaries Act, the payroller is entitled to the terms of employment that apply at the client.
2. In connection with the provisions of Section 12a of the Placement of Personnel by Intermediaries Act, the client will always inform Randstad in writing, in time (in any event before the start of the assignment) and fully of the contents of the terms of employment in accordance with article 13 paragraph 5 of these terms and conditions. The same applies to interim changes to the terms of employment.
3. If the information received by Randstad from the client is not accurate or not entirely accurate, is not provided in good time and/or is not sufficient for the job actually performed by the payroller, the client will provide Randstad as yet with the correct information concerning the terms of employment immediately at Randstad's request. The job and/or the remuneration may be changed during the assignment if the employee has a reasonable claim to this change on the grounds of laws and regulations and/or the applicable terms of employment. If the change results in higher remuneration, Randstad will correct the payroller's remuneration and the rate accordingly. The client owes this corrected rate from the time at which Randstad owes the payroller the corrected remuneration.
4. Randstad arranges for payment of the payrollers as well as the payment of the payroll taxes due. The client shall not pay the payroller any remuneration or provide the employee with any benefits without Randstad's consent. If the client pays the payroller remuneration or provides the payroller with benefits, the client bears responsibility for the deduction of all payroll taxes due for that remuneration or those benefits. The client will pay Randstad compensation for all damages that it suffers as a result of the fact that payroll taxes are due for that remuneration or those benefits and indemnifies Randstad against claims in that regard by the payroller or third parties, including the Tax and Customs Administration.

article 8: good performance of management and supervision of payrollers

1. In the performance of management and supervision, the client will treat the payroller in the same careful manner as required of it with respect to its own staff.
2. The client must report circumstances that could influence the continuation of the placement to Randstad at the earliest opportunity.
3. Without the prior written consent of Randstad, the client is not permitted to place the payroller with a third party in order to perform work under the management and supervision of that third party or another third party to be designated by that third party. A third party includes a natural person or legal entity with which the client is affiliated in a group.
4. If Randstad grants the consent referred to in the third paragraph, the following conditions in any event apply for this:
 - the client will require the third party to acknowledge, accept and comply with the client's obligations pursuant to the assignment, the other agreement(s) and these terms and conditions, insofar as the client cannot, by their nature, comply with these obligations itself;
 - without prejudice to the above provisions, the client remains liable to Randstad for

compliance with all the client's obligations pursuant to the assignment, the other agreements and these general terms and conditions;

- the client is liable for and indemnifies Randstad concerning all damage arising from the acts or omissions of the third party in relation to (the placement of) the payroller and/or an act or omission on the part of the payroller;
- the client shall agree with the third party in writing that the third party will not make the payroller available to another third party;
- the client will comply with its legal obligations as the supplier in relation to the provision of payrollers.

Randstad has the right to attach additional conditions to its consent.

5. The client may only place the payroller at variance with the provisions of the assignment, the terms and conditions and/or the other agreement if Randstad and the payroller have consented to this in writing in advance.
6. The client will not place the payroller outside the Netherlands without Randstad's prior, written approval. Randstad will only consent to placement abroad if and subject to the conditions that:
 - placement abroad is permitted;
 - the requirements that apply to the proposed placement abroad are met;
 - the client has notified Randstad of the proposed placement abroad at least 14 calendar days prior to the commencement of the work abroad, so that Randstad can request an A1 declaration in time and comply with the notification obligation if required under the Posting of Workers Directive (96/71/EC);
 - the client takes out sound travel insurance, which also covers business travel, also for the benefit of the payroller;
 - the client is established in the Netherlands;
 - the work abroad will be performed by the payroller under the strict management and supervision of the client;
 - the placement lasts no more than 183 calendar days, including days that are not worked during the payroller's stay abroad; and
 - the payroller has consented to the placement in writing.

Randstad may attach further conditions to its consent.

7. The client may issue business assets to the payroller within the context of the payroller's performance of the activities. Without Randstad's prior, written approval, the client shall not provide the payroller with any business assets, in particular laptops, mobile telephones, smart phones or means of transportation, the use of which by the payroller is not limited to the performance of the work. In the event the client provides business assets to the payroller, the client shall provide for adequate insurance of the business assets and of the payroller, as the user of these. Randstad is not liable for damage caused by the payroller to or with the business assets, or arising from incorrect or excessive use of the business assets.
8. The client shall pay the payroller compensation for damage which he suffers because goods belonging to him in connection with the performance of the work have been damaged or lost.
9. Randstad is not liable to the client for damage suffered by the client, third parties or the payroller himself arising from the acts or omissions of the payroller.
10. The client indemnifies Randstad against all claims against Randstad as the employer of the payroller by third parties or the payroller in relation to the damage referred to in paragraphs 7, 8 and 9 of this article and will reimburse all reasonable costs incurred by Randstad in relation to this.

article 9: working conditions of payrollers

1. The client declares that it is aware of the fact that it is deemed to be the employer pursuant to the Working Conditions Act. Pursuant to Section 5(5) of the Working Conditions Act, the client shall provide Randstad with the description of the risks at the payroller's workplace evident from the risk inventory and evaluation and of the risk reducing measures in good time before the commencement of the work. The client is responsible towards the payroller and Randstad for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in relation to safety at the workplace and good working conditions in general. The provisions of this paragraph also apply to the 'home office' if the payroller performs all or part of the work from home.
2. In the event the payroller sustains damage during the performance of the work for or participation in the activities of the client or the third party referred to in article 8 paragraph 3, the client will inform Randstad thereof as soon as possible, draw up a written report of the incident and provide it to Randstad. If required by law, the client shall also notify the competent organizations of the incident without delay. In the aforementioned report, the cause of the incident shall be recorded in such a way that whether and the extent to which the damage is a result of the fact that insufficient measures were taken to prevent the damage can be deduced from this with a reasonable degree of certainty.
3. The client shall compensate the payroller for all damage that the payroller suffers in the performance of the work for or participation in the activities of the client or the third party referred to in article 8 paragraph 3, if and in as far as the client and/or Randstad is/are liable for this pursuant to Article 7:658, Article 7:611 and/or Article 6:162 of the Dutch Civil Code.
4. If the payroller dies, the client shall pay compensation for the damage, in compliance with the provisions of Article 6:108 of the Dutch Civil Code, to the persons referred to in that Article.
5. The client indemnifies Randstad against all claims against Randstad as the employer of the payroller by the payroller or the persons referred to in paragraph 4 of this Article in relation to the damages referred to in that Article and will reimburse all reasonable costs incurred by Randstad in relation to this.

article 10: rates

1. The (hourly)rate is determined by multiplying the applicable gross hourly wage of the payroller by the conversion factor, increased by any expense and other allowances and/or bonuses. The parties make written agreements before the start of the assignment concerning which remuneration elements of the terms of employment are included in the conversion factor.
2. The hourly rate indicated in the (confirmation of the) assignment is the rate for the regular hours, namely the hours for which the current salary is paid at a rate of 100%. If the payroller is entitled to a bonus on this salary, the rate is proportionately higher. The indicated rate is exclusive of any reduction of working hours (atv), expense and other allowances and any other emoluments to which the payroller is entitled on the basis of the terms of employment Randstad may still owe to the payroller.
3. Unless otherwise indicated or agreed in writing, the rate is calculated on the number of working hours agreed with the payroller and any additional hours or overtime. This also applies if the payroller did not actually perform work, for example as a result of holiday, leave, illness or the fact that there is no work available for the payroller.
4. The amount owed by the client to Randstad consists of the sum of the rates in respect of the customary hours, any premium hours, any atv, expense and other allowances and any other emoluments to which the payroller is entitled pursuant to the terms of employment. VAT will be charged on all amounts charged.
5. If at any time during the assignment, the terms of employment change, Randstad will redetermine the payroller's remuneration and the rate for the remaining term of the assignment

on the basis of the information provided by the client.

6. Randstad shall furthermore be entitled to adjust the due rates and (cost) fees during the term of the order, insofar as necessary with retroactive effect, in case of and in accordance with in case of and in accordance with:
 - an increase in the actual or expected costs as a result of (a change to) the terms of employment and/or the wages regulated therein, and/or
 - an increase in the actual or expected costs resulting from (changes to or as a result of) the regulatory environment, including social and tax laws and regulations and their implementation or any binding regulation, and/or
 - an increase in the actual or expected costs in connection with expenditure to be made and/or provisions to be made by Randstad for sick leave, inactivity and/or departure of payrollers.

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

7. The client will be notified of every change in the fees at the earliest opportunity.
8. The following applies as regards remuneration and benefits for the payroller:
 - a. Randstad will carry out the tax assessment with respect to the question whether this remuneration and these benefits can be paid to the payroller untaxed. This could have consequences for the discretionary margin of the (WKR) as referred to in Section 31a of the Wages and Salaries Tax Act 1964.
 - b. Randstad monitors whether the discretionary margin of the WKR is exceeded on an annual basis, insofar as it relates to the payrollers made available by Randstad to the client.
 - c. If the discretionary margin of the WKR is exceeded, as referred to under b, Randstad will owe in principle 80% in income tax in the form of a final levy in respect of the excess. These costs will be charged to the client in such cases.

article 11: time registration

1. Randstad will draw up its invoice on the basis of time registration records approved by the client in accordance with paragraph 2 or in another agreed manner.
2. If no other time registration method is agreed, time registration shall take place by means of statements of hours provided by Randstad via the internet portal. The client is required to check the accuracy and completeness of the time registration records no later than noon on the Monday following the end of the working week to which the time registration relates, with due observance of the provisions of paragraphs 3 and 4, and to make additions or corrections to the time registration records if necessary. The client is deemed to have approved time registration records if it has not corrected a statement of hours provided to it via the internet portal in good time.
3. Regardless of the time registration method, the client is required to (arrange to) ensure that the following data are in any event shown correctly and in full in the time registration records: the payroller's name, the number of hours worked, overtime, irregular hours and shift work hours, the other hours for which the rate is payable pursuant to the terms and conditions, the assignment (confirmation) and/or other agreement, any bonuses and, where stated, any expenses actually incurred.
4. If and in as far as the payroller and the client have a difference of opinion concerning the accuracy or completeness of the time registration records, Randstad has the right to determine the hours, costs and bonuses in accordance with the payroller's statement, unless the client can show that the information provided by the client is correct. If the client provides the time registration records in a manner other than that referred to in paragraph 2, it shall give the payroller an opportunity to check the time registration records (in good time).

article 12: employment payrollers by the client

1. The client has the right to establish an employment relationship with the payroller.
2. A client intending to contract an employment relationship with a payroller must notify Randstad of this in writing in good time before acting on that intention. The client is familiar with the regulatory environment concerning successive employership and accepts all obligations arising from these. The client is responsible for the investigation into and assessment of the payroller's employment history. To the extent permitted by the General Data Protection Regulation (GDPR) and related laws and regulations, Randstad can provide information on this employment history at the client's request, but cannot guarantee its accuracy and completeness, partly because it is dependent on the payroller and the client for this.

article 13: obligations relating to the Placement of Personnel by Intermediaries Act

1. Pursuant to Section 7a of the Placement of Personnel by Intermediaries Act, Randstad is registered with the Chamber of Commerce as a company that places personnel.
2. The client explicitly declares that it is familiar with Article 8b of the WAADI. The client is required to grant the payrollers placed with it access to the business facilities or services in its company (i.e. canteen, child care and transport facilities) equal to the access granted to the employees in the service of its company in identical or equivalent jobs.
3. The client explicitly declares that it is familiar with Article 8c of the Placement of Personnel by Intermediaries Act. The client is required to clearly notify the payrollers placed with it of vacancies arising in its company in a timely manner.
4. The client explicitly declares that it is familiar with Article 10 of the Placement of Personnel by Intermediaries Act. Randstad is not permitted to place payrollers with the (part of the) client's company in which a strike, lock-out or occupation is in progress. The client shall inform Randstad fully and in good time of (expected) collective actions organized by the trade unions or unorganized collective actions, in any event including strikes, lock-outs or occupations.
5. The client explicitly declares that it is familiar with Article 12a of the Placement of Personnel by Intermediaries Act. The client is obliged to provide Randstad prior to the start of the placement with written information concerning the terms of employment as referred to in Section 8a of the Placement of Personnel by Intermediaries Act.

article 14: invoicing and payment

1. Depending on what was agreed between the client and Randstad in an agreement and/or assignment, invoicing takes place on a four-weekly or monthly basis and invoices are offered by means of an electronic message in a format and layout to be determined by Randstad. Randstad determines the invoicing frequency if no agreements were made between the parties.
2. If the client makes use of a third party to deliver the invoice, and the invoice is sent to that third party, the client is responsible for the correct receipt of the invoice. Randstad shall be responsible for the proper sending of the invoice. If Randstad through no fault of its own is unable to deliver the invoice to the third party, it shall notify the client and the client offers an alternative to sending the invoice. In this case, the initial invoice date and agreed payment term shall remain in force.
3. The client is required to settle all Randstad invoices within 14 calendar days of the invoice date, unless otherwise agreed in writing. The invoice is paid if and as soon as Randstad receives the amount due.

4. At Randstad's earliest request, the client will grant Randstad a written authorization to collect the invoiced amount by direct debit from the bank account number provided by the client, within the agreed term. If no term has been agreed, this is 14 calendar days after the invoice date. The client shall ensure that the bank account that it specified holds sufficient funds and will refrain from reversing any payment to Randstad.
5. Only payments to Randstad or to a third party designated by Randstad in writing serve for the purpose of discharge for settlement. Payments by the client to a payroller, under any title whatsoever, are non-binding in respect of Randstad and cannot provide grounds for debt repayment or settlement.
6. If an invoice is not paid within the term referred to in paragraph 2, the client is legally in default from the first day following the expiry of the payment term and owes interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The copy of the invoice sent by Randstad to the client in Randstad's possession serves as full proof that the interest is due and the date on which the calculation of the interest begins.
7. If the client contests part or all of the invoice, it must report this to Randstad in writing within thirty calendar days of the invoice date, with a detailed statement of the reasons. The Client's right to contest the invoice lapses after this period has ended. The Client bears the burden of proving that an invoice was contested on time. Contesting the invoice does not relieve the client of its payment obligation.
8. The client is not authorized to settle the invoice amount with any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.
9. Randstad has the right to check the creditworthiness of the client and its affiliated companies.
10. If the client's financial position and/or payment conduct provide(s) grounds for this in the view of Randstad, the client is required, at Randstad's earliest written request, to:
 - issue a direct debit authorization, as referred to in the third paragraph;
 - pay an advance; and/or
 - furnish adequate security for its obligations towards Randstad, by means of a bank guarantee, pledge or by other means.

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

11. If the client does not provide the advance referred to in paragraph 10, does not provide the requested surety within the term set by Randstad, does not issue a direct debit authorization or reverses a payment, within the meaning of paragraph 4, the client is in default without notice of default being required for that purpose and Randstad has the right to suspend the compliance with its obligations pursuant to all assignments and/or other agreements with the client or to terminate all assignments and/or other agreements with the client with immediate effect, without being liable for damages in respect of the client and in connection with this suspension or termination. All of Randstad's claims become immediately due and payable as a result of the termination.
12. All judicial and extrajudicial collection and other costs that Randstad incurs as a result of the client's non-compliance with its obligations pursuant to this Article shall be borne by the client in full. The compensation for extrajudicial costs is fixed at 15% of the principal due, inclusive of VAT and interest (with a minimum of €250 per claim), unless Randstad has demonstrably incurred higher costs. The fixed remuneration shall always become payable by the client as soon as the client is in default and will be charged without further evidence.
13. If the assignment is contracted with more than one client forming part of the same group of companies, all clients are jointly and severally liable for compliance with the obligations pursuant to this article, regardless of the name on the invoice. Full payment of the invoice, any

additional costs and interest by one client relieves the other clients of their payment obligation to Randstad.

article 15: liability on the part of Randstad

1. Every liability of Randstad arising from the assignment and/or other agreement concerning the placement of a payroller is limited per incident to the rate to be charged pursuant to these terms and conditions, the (confirmation of the) assignment and/or other agreement for the term of the assignment, with a maximum of 3 months. All liability of Randstad is limited to €500,000 (five hundred thousand euros) per year. A series of related incidents applies as a single incident for the purpose of application of this article.
2. Any liability of Randstad for consequential loss or other damage and indirect loss, including loss of earnings, missed savings, damage through stagnation of business operations, penalties, damage through loss of or damage to data or reputational damage is excluded in all cases.

article 16: insurance

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

article 17: intellectual property

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

4. The client will inform Randstad of its intentions and will provide a copy of the relevant agreement/declaration to Randstad.

article 18: confidentiality

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

article 19: client verification and retention obligation

1. The client declares that it is familiar with the laws and regulations concerning the verification of the identity of employees. The client itself is required to:
 - verify the identity of the payroller and, to that end, shall conduct a careful check of an original identity document, as referred to in Sections 1(1), (2) and (3) of the Compulsory Identification Act;
 - determine whether the payroller is authorized to perform work in the Netherlands; and
 - include a copy of the identity document in its administration.The client agrees that Randstad and incidentally also Randstad's certification body checks the aforementioned procedure on the basis of random checks at the client's location.
2. Randstad is not responsible or liable for any fines imposed on the client within the context of the Foreign Nationals (Employment) Act.

article 20: prevention of discrimination

1. When concluding and performing the assignment or other agreement, in particular the assignment to place payrollers, the client and Randstad will impose and take into account only requirements relevant to the position. The client and Randstad will make no prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any other grounds whatsoever.

article 21: employee participation

1. The client declares that it is aware of its obligations pursuant to the Works Councils Act (hereinafter: (WOR).
2. The client shall notify the employee participation body installed for its company of the (expected) placement of payrollers in its company in good time. If and in as far as the client wishes to base its compliance with these information obligations on data provided or to be provided by Randstad, that provision of data shall not extend beyond the obligations imposed by the WOR.

3. The client guarantees that at the time when an assignment or other agreement is contracted, it complied with its obligations pursuant to the WOR, such as requesting the advice of the employee participation body installed for its company.
4. After working for the client for a period determined by law, payrollers will acquire employee participation rights at the client. The client is required to give the payroller who is a member of an employee participation body of Randstad or of the client an opportunity to exercise the employee participation rights in accordance with the laws and regulations. If the payroller exercises employee participation rights in the client's company, the client also owes the client rate for the hours in which the payroller performs work or follows a training course during working hours in connection with the performance of employee participation work.

article 22: privacy

1. Personal data and in particular those of payrollers are exchanged on a regular basis within the context of the assignment or other agreement. The client and Randstad are obliged to treat these data confidentially and in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations.
2. Both Randstad and the client qualify as controller, unless the parties agree expressly that one of the parties acts as processor towards the other. In such cases, the parties shall enter into a processing agreement.
3. The client shall not require any data from Randstad that Randstad is not permitted to provide nor collect pursuant to applicable laws and regulations. The client is responsible for the further processing of the data provided to it by Randstad.
4. The client is responsible for ensuring that personal data are provided to Randstad only if and as far as the client has the right to do so and has a legal basis for doing so, such as having obtained the necessary consent from the persons concerned.
5. The processing of personal data of contact persons of the client is subject to the Randstad privacy statement. The privacy statement can be found at randstad.nl.
6. The client indemnifies Randstad against all claims from payrollers, employees of the client or other third parties against Randstad in connection with a breach by the client of the provisions in this article and will reimburse the related costs incurred by Randstad.

article 23: use of IT resources

1. Randstad may make use of IT resources for the provision of the service(s) and may make these available for use by the client, including for the exchange of data and the performance of legal acts. The provisions of these articles and the articles elsewhere in these terms and conditions concerning the use of the IT resources apply. The use of "My Environment" is subject to the Conditions of use. By way of derogation from Article 3:15a(2) and (3) of the Dutch Civil Code and Article 6:227a(1) of the Dutch Civil Code, legal acts will be performed with the use of the IT resources and procedures prescribed for this by Randstad.
2. At Randstad's reasonable request, the client will provide assistance in the design and provision of access to the IT resources to the client. If IT resources are placed at a location of the client (or of a third party designated by the client) with the client's consent, the client shall provide for the necessary connections, such as power, network connections and a place for set-up of the equipment at its own expense. The client must maintain IT resources placed on location in accordance with the operating instructions provided and is responsible for damage to or loss of the IT resources through misuse, theft, fire or water damage.
3. The client's use of the IT resources is limited to purposes for which they are provided, i.e. the facilitation and use of the Randstad services, including communication and the performance of legal acts in relation to the services. The right of use ends automatically on the termination

of the service provision. The client is entitled to use the IT resources only for its own internal business purposes and does not have the right to re-sell the IT resources, in combination with its own services or otherwise, to offer them to third parties on a different basis or to use them for the benefit of third parties.

4. The client shall exercise all due care in the use of the IT resources and will comply with the applicable laws and regulations, these terms and conditions and the (further) use conditions and/or use instructions published with or for the IT resources or provided in other ways by Randstad, including any changes to these. The client shall check the use instructions and conditions on a regular basis for any changes or additions to these. In the event Randstad has to incur additional costs or has to spend additional time on its services because the client fails to comply with its obligations, Randstad will have the right to charge the additional costs to be incurred or the additional time to be spent as a result of this. If reasonably possible, Randstad will warn the client in advance of potential additional costs and enable the client to use the IT resources in the correct manner as yet before charging additional costs.
5. The client is responsible for the use made of the IT resources by itself and its employees, including third parties engaged by it, and guarantees that these employees or third parties are competent and authorized to use the IT resources and the information exchanged with these and to perform legal acts using the IT resources. The client will ensure that only employees involved in the preparation, performance and/or settlement of the offer, assignment or other agreements between the client and Randstad are granted access to and make use of the IT resources. The client shall compensate Randstad for all damage arising from incorrect or improper use of the IT resources by (employees of) the client and will indemnify Randstad against third-party claims relating to such use and/or the data exchanged by means of the IT resources. Without prejudice to its other rights, Randstad is authorized to suspend the use of the IT resources or to temporarily or permanently deny the (relevant employee of the) client access to the IT resources if it fails to comply with the above conditions and instructions. Randstad is not liable for any damage suffered by the client as a result.
6. The client will implement appropriate technical and organizational measures for the purpose of guaranteeing an appropriate security level inter alia for the purpose of the correct and uninterrupted use of the IT resources and the information exchanged with these and to prevent damage.
7. Unless otherwise agreed, the client and Randstad each bear their own costs incurred for (the provision or use of) the IT resources.
8. IT resources may not be used for storing unique data or for a back-up of these. The data accessible via the IT resources are displayed and saved in the IT resources on a temporary basis only. The client must itself provide an adequate back-up of data, in observance of the provisions of the law and the terms and conditions, and is responsible for compliance with its custody obligations pursuant to the law, regulations or agreement. Randstad is not liable if unique data saved in/on the IT resources are damaged or lost.
9. In using the IT resources, the client shall not cause any hindrance to Randstad, the other users of the IT resources or other third parties. The client must immediately follow all instructions issued by Randstad to prevent or halt such hindrance, without prejudice to Randstad's right to suspend the use of the IT resources in order to halt such hindrance.
10. Unless explicitly stated or agreed otherwise, the IT resources are designed for use by natural persons. Without the prior written consent of Randstad, it is not permitted to allow the IT resources to be contacted or used by automated systems, or to create a connection between the IT resources and an automated system.
11. If the client receives log-in details for the use of the IT resources from Randstad, these must be treated in strict confidence. The client holds full responsibility for all use and misuse of the IT resources with the aid of these log-in details. The client is bound by legal acts performed with the use of the log-in details (such as making applications or corrections of time registration records offered via the tool). Randstad may assume that users of the log-in details are

authorized to represent the client. If the client suspects that the confidentiality of the log-in details has been breached or that there is misuse of the log-in details, the client shall report this to Randstad at the earliest opportunity. Randstad will then deactivate the relevant log-in details as quickly as possible.

12. Randstad may provide support for the use of the IT resources by telephone and/or e-mail, but is not obliged to do so. The client must always first make efforts itself to solve any issues by means of the available documents and instructions issued earlier before support can be offered.

article 24: operation and availability of IT resources

1. Randstad will make reasonable efforts to secure the availability and quality of the IT resources. However, Randstad does not guarantee the continual, malfunction-free availability of the IT resources or full, correct data processing with these resources. Randstad is explicitly not responsible for defects in the availability and operation of the IT resources due to force majeure (explicitly including malfunctions on the internet, hacking, Denial of Service attacks) and/or due to the actions or omissions by (employees of) the client or third parties engaged by the client.
2. The client will notify Randstad immediately if it observes malfunctions or (accidentally) gains access to data that are not intended for the client. The client shall provide all necessary assistance for any malfunction investigation and, if possible, will delete all data that are not intended for it immediately, in a manner to be specified by Randstad. If no malfunction is found or this was caused by the client or third parties that it deployed, Randstad reserves the right to charge the client reasonable costs for the malfunction investigation and any solution for the malfunction.
3. Randstad has the right to temporarily suspend the availability of the IT resources if this is necessary in connection with a change to be implemented or in connection with preventive and/or corrective maintenance. Randstad shall make reasonable efforts to limit hindrance for the client to the extent possible.
4. Randstad has the right to modify the IT resources from time to time, for reasons including technological developments, changes in its business processes or company policy. Existing functionality may then be modified, supplemented or deleted. Where possible, the client will be given advance notice of changes to the IT resources that have a material impact for the client (e.g. because data must be entered in a different way from that time on) via the IT resources or by other means. The client must therefore regularly check any use instructions and other data that Randstad provides via the IT resources or in other ways, and take these into account in the use of the IT resources.

article 25: security

1. Your personal data and business information are safe with us: Randstad is ISO 27001 certified. Randstad implements, amongst other things, appropriate security measures to protect the IT resources against damage resulting from viruses or other software or messages, or resulting from unauthorized access to and use of the client's data. Randstad's security measures have been laid down in the Information security policy. Randstad in any event takes the following security measures for that purpose:
 - The IT resources on which the client's data are stored are placed in locations to which only authorized persons have access and which are secured with fire detection equipment and an access control system;
 - Randstad makes use of anti-virus programs to protect its data and files from hackers and known viruses as effectively as possible;
 - Randstad uses what are known as layered firewall technologies in order to allow only authorized users from outside and within Randstad access to the data relevant to them.

2. The client is aware that it is not possible to completely rule out all contamination of the IT resources, all unauthorized use, abuse and/or all unwanted damage or loss of data. Randstad accepts no liability in respect of the client if, despite the measures taken, the client's data are still damaged, lost or used by unauthorized persons, unless this is demonstrably the direct result of intent or gross negligence on the part of Randstad.
3. In the event the client and Randstad establish a link between the client's systems and Randstad's systems within the context of the agreed service(s), the client will implement adequate measures to protect the IT resources and the data processed thereon against damage, abuse and unauthorized access via the link from the client's systems. Randstad may impose further requirements for this and reserves the right to temporarily disable the link if a security defect at the client constitutes a risk for the IT resources or other Randstad systems.

article 26: IT resources and information

1. The information displayed via the IT resources is compiled and composed with due care. However, Randstad cannot guarantee that this information will always be correct, complete and up to date. Shortcomings may be the result of Randstad's dependence on third-party information, for example, or the administrative processes or the technology used, or malfunctions on the internet. If the client observes that certain data are incorrect, it will notify Randstad of this without delay.
2. If the client passes on information to Randstad via IT resources, it is itself responsible for ensuring that this information is complete and correct. Randstad may assume that this is the case when it provides its services. Randstad is not required to check the accuracy and completeness of information passed on by or on behalf of the client. In the event Randstad nevertheless does so in relevant cases and issues advice in this respect, such will be on a voluntary basis and without accepting any liability in this connection.
3. Randstad is authorized (but not required) to delete, change or add to information exchanged via the IT resources without prior notice if this proves to be (or to have become) inaccurate or incomplete.
4. Sending or posting messages and/or uploading material of a misleading, insulting, discriminatory or otherwise unlawful or, in the opinion of Randstad HRS, inappropriate or unnecessarily hurtful nature is not permitted. Randstad reserves the right not to post such messages and/or uploads or to delete or change these without prior notice.
5. With regard to the content of information exchanged or legal acts performed via the IT resources, the records thereof in or by means of the IT resources will be decisive. These records are also decisive with regard to the time at which the information was made available or was received by Randstad, or the relevant legal act was performed. In case the client contests with reasons the moment or contents of the information or the legal act, Randstad will investigate this in a reasonable and transparent manner and inform the client of the results thereof. The client does not have the right to suspend payments on the grounds of such a dispute.

article 27: prescribed IT resources or services of the client's supplier

1. If the client makes any ICT resources available to Randstad, including for the exchange of data and the performance of performance of legal acts, or prescribe the use of certain ICT resources and/or a certain supplier to Randstad, the following shall apply in in this regard:
 - The Client declares and warrants that it shall fully comply with the obligations of the Client under the General Data Protection Regulation, in particular Articles 24, 25, 30, 32, 33 and 34 of the GDPR.
 - If the Client (also) makes use of the services of a third party supplier, such third party

supplier shall qualify as the client's processor. The client declares and warrants to Randstad that it has agreed the invoicing and the required binding agreements with the supplier concerned as its processor. The client declares and guarantees to Randstad in particular compliance with Articles 28 and 29 of the GDPR by the client and its processor.

- The client shall not request from Randstad any data that Randstad is not permitted to provide and/or collect pursuant to applicable laws and regulations. The client is responsible for the further processing of the data provided to it by Randstad.
- The client shall indemnify Randstad against any claim made by candidates, employees, workers of the client or other third parties against Randstad in connection with a violation by the client of the provisions of this article and shall reimburse Randstad for the costs incurred in connection therewith.

article 28: economic sanctions

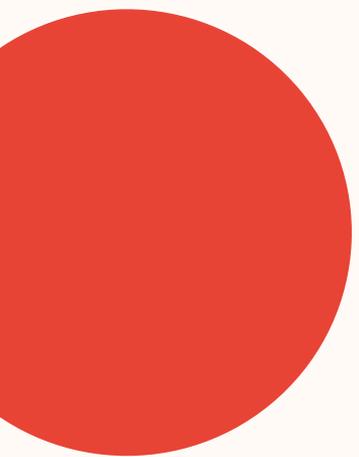
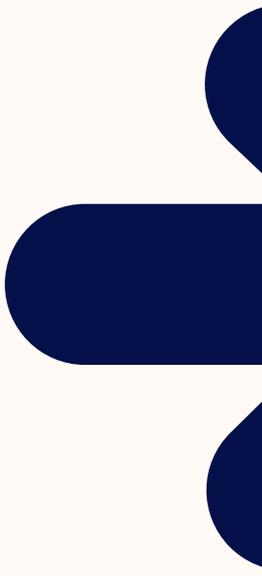
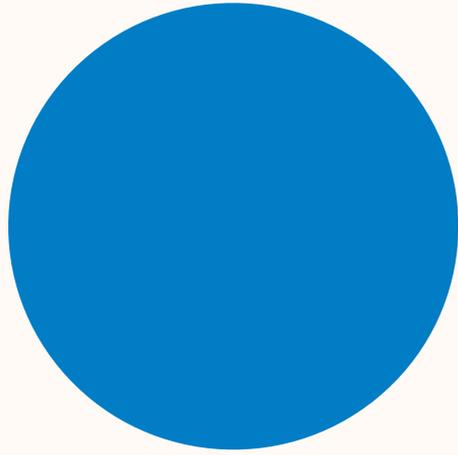
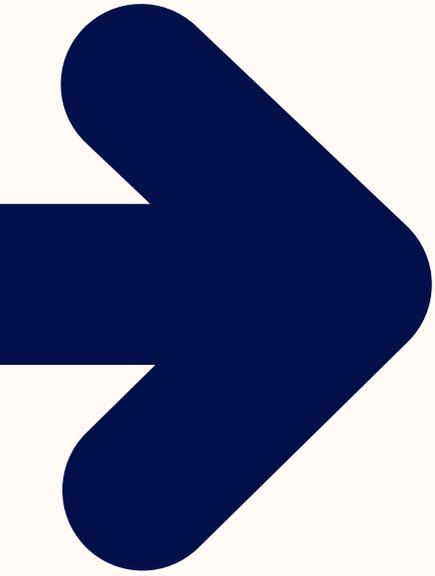
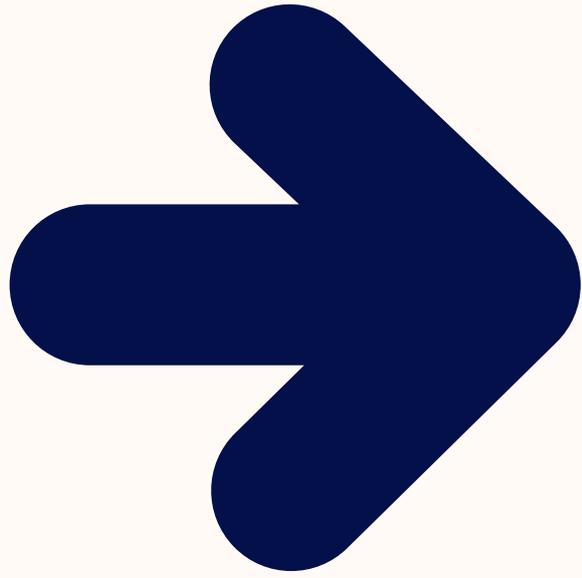
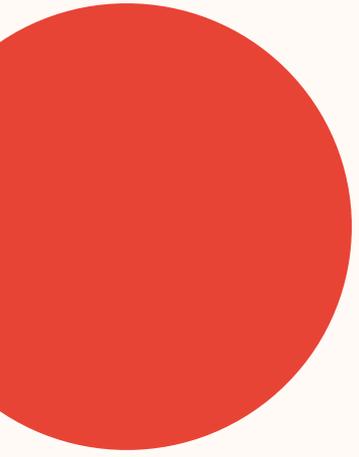
1. The client declares that its company, its possible subsidiaries and its board members and employees are not included in sanctions lists and were also never the subject of claims, proceedings or investigations in connection with economic sanctions. The client guarantees that the client and its possible subsidiaries do not act in contravention of economic sanctions and are not involved either in activities as a result of which Randstad or Randstad employees act in contravention of economic sanctions. The client guarantees that the funds paid to Randstad do not originate from activities that conflict with economic sanctions.

article 29: applicable law and choice of forum

1. These general terms and conditions, assignments and/or other agreements are governed by Dutch law. All disputes arising from or relating to a legal relationship between the parties will be settled in the first instance exclusively by the competent court of the District Court of Amsterdam or a court that is competent under or pursuant to the law, such to be decided by Randstad.

article 30: final provision

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



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