

Terms and Conditions Search & Co Group

These general terms and conditions of delivery apply to the recruitment, selection, secondment and secondment agencies that are part of the Search & Co Groep bv:

1. Communication & Co,
2. Creatives.com,
3. Marketing & Co,
4. PAsearch
5. pzSearch h , en
6. Editorial & Co.

All located at Deymanstraat 18L in Amsterdam (1091 SE). These terms and conditions have been filed with the Chamber of Commerce and Industry under number 34197466 (Search & Co Groep BV).

The general terms and conditions are divided into three parts and the appendix in which changes to these terms and conditions are briefly described:

- A. General terms and conditions recruitment and selection (page 2)
- B. General terms and conditions for the provision of temporary workers (page 5)

This English version of our general terms and conditions is available via our website at <http://www.searchco.nl/general-terms-and-conditions>. The English version is an automated translation by Google Translate of the Dutch version. If uncertainty arises about the terms of delivery, the Dutch version is therefore decisive.

A. Recruitment and Selection Terms and Conditions

Article 1. Applicability

The following conditions apply to all commitments entered into by (parts of) the Search & Co Group with regard to recruitment and/or selection activities.

Article 2. Rules of conduct

The Search & Co Group will apply the following ethical rules of conduct when fulfilling an assignment:

- The Search & Co Group will not actively approach candidates working for a client within a period of two years after the last assignment of this client has ended.
- candidates are only presented to a client after Search & Co Groep has interviewed the candidate and the candidate has been fully informed about the vacancy.
- Search & Co Group will treat the company data and personal data strictly confidentially. Personal data of candidates will only be provided to the client with the consent of the relevant candidate.

Article 3. Definitions

The Search & Co Group's fee is based on a one-off percentage of the candidate's gross full-time annual salary. Gross annual salary also includes holiday allowance, expense allowances, including foreign allowances and housing allowances, reasonably expected or guaranteed bonus, bonus or profit sharing and a company car. A car made available by the company is equal to 25 percent of the value of the car.

Article 4. Travel and accommodation costs

Travel and accommodation costs incurred by a candidate for a selection interview will be reimbursed by the client. The costs of any advertisement to be placed, or a medical or psychological examination, shall be borne by the client and are not included in the fee.

Article 5. Fee

In the case of an assignment to recruit and select a candidate for employment, the fee to be paid by the client is 22 percent of the gross annual salary without advance payment. The fee is calculated on the basis of full-time employment. After placement of the candidate selected by the Search & Co Group, the full invoice amount is payable by the client.

Article 6. Mediation freelancers

When brokering freelancers, the freelancer invoices the hours worked to the Search & Co Group, after which the Search & Co Group will invoice the client including surcharge for mediation and support. The client undertakes to pay in this manner for the work carried out by freelancers nominated by the Search & Co Group, for a period of one year. If a freelancer is offered employment by the client, the client is obliged to pay the Search & Co Group a fee amounting to 22% of the gross annual salary less 25% of the surcharge invoiced by the Search & Co Group up to that time.

Article 7. Confidentiality

All information that the client receives about a candidate selected by the Search & Co Group is strictly confidential. The client is not entitled to disclose information about a candidate or to provide it to third parties without the prior written permission of the Search & Co Group. In the event of a violation of this prohibition, the client will owe a penalty of € 1000, payable without further notice of default, for each prohibited act, without prejudice to the Search & Co Group's right to full compensation.

Article 8. Employment

If the client rejects a candidate selected by the Search & Co Group or the candidate rejects an offer from the client, after which the client enters into an employment contract with this candidate within one year after selection of the candidate by the Search & Co Group, or any agreement enters into a contract with the candidate whereby the candidate will perform services or work for the client, the client will be obliged to pay the total costs, i.e. the agreed fee and the other costs. The client is not obliged to pay the total costs if he can demonstrate that the employment of an employee (within a period of one year after termination of the assignment) is not a direct result of the efforts made by Search & Co Group. .

Article 9. Provision

If the client makes data of a candidate selected by the Search & Co Group available to third parties, or proposes the candidate to third parties, and then an employment contract is concluded between the selected candidate and the third party within one year after selection, or any agreement between this third party enters into a contract with the candidate whereby the candidate will perform services or work for this third party, the client is obliged to pay the total costs, i.e. the agreed fee and the other costs.

Article 10. Interim Termination

If the employment contract between the client and the candidate is terminated within two months after commencement of employment, the Search & Co Group undertakes to continue the assignment at no extra cost if the following conditions are met:

- the client informs the Search & Co Group in writing immediately after the termination of the employment contract of the termination, as well as of the reason that led to the termination;
- the termination of the employment contract is not the result of the change or non-compliance with the employment contract by the client, or is otherwise attributable to the client;
- the termination of the employment contract is not the result of redundancy, reorganization, merger or takeover at the client;
- the client has paid the amounts invoiced by Search & Co Group and has adhered to these conditions for recruitment and selection assignments.

Article 11. Renewed agreement

If the client or an affiliated (legal) person, company or institution enters into a new employment contract with the relevant candidate within 3 months after the aforementioned termination, or enters into any agreement with the candidate whereby the candidate provides services and/or activities for the benefit of the client, a (legal) person, company or institution affiliated with it, the client will be obliged to pay the costs incurred by the Search & Co Group for finding the replacement. On balance, the client owes twice the agreed fee in such a case.

Article 12. Effort obligation

The Search & Co Group will make every effort to introduce a suitable candidate to the client and offers a high level of service and integrity, but the Search & Co Group does not guarantee suitability.

Article 13. Control

The client is responsible for checking the references of the candidate and verifying the diplomas obtained. The client must also convince itself of the suitability of the candidate before offering employment. Incidentally, the Search & Co Group offers the option of verifying references and the entire CV as an additional service. The costs of this are charged separately and do not form part of the standard fee.

Article 14. Liability

The Search & Co Group is not liable for any losses, damage, costs or expenses of the client as a result of the activities performed by the Search & Co Group for the client. The client shall indemnify the Search & Co Group against all claims from candidates and/or third parties, which also include the costs of legal assistance for the Search & Co Group.

B. General terms and conditions for the provision of temporary workers

Article 1. Definitions

1. The user of these General Terms and Conditions, being Search & Co Groep bv, also acting under the names Communicatie & Co, creatien.com, Marketing & Co, pzSearch, PAsearch, Redactie & Co and Search & Co, established in (1098SE) Amsterdam, at Deymanstraat 18L, registered in the trade register under number 34197466.
2. CLA: the CLA that applies to the employment contract between Search & Co Group and the Temporary Worker.
3. Services: all services to be provided by Search & Co Group to the Hirer under an Agreement.
4. Hirer: any natural or legal person who contracts or intends to contract with Search & Co Group.
5. Hirer's Remuneration: the remuneration applicable at the Hirer for employees employed by the Hirer in an equal or equivalent position as performed by a Temporary Worker, consisting of the following wage elements:
 - a. Only the applicable periodic salary in the scale;
 - b. The applicable reduction of working hours per week/month/year/period. This can be compensated in time and/or money at Search & Co Groep's choice;
 - c. Allowances for overtime, shifted hours, irregular hours (including public holiday allowance), shift work and working under physically demanding conditions related to the nature of the work (including working under low or high temperatures, working with hazardous substances, or dirty work);
 - d. Initial wage increase, amount and time as determined by the Hirer;
 - e. Reimbursement of expenses (insofar as Search & Co Group can pay these free of payroll tax and premiums: travel expenses, boarding costs and other costs necessary for the performance of the job);
 - f. Increments, amount and time as determined by the Hirer;
 - g. Reimbursement of travel time or travel time related to work.
6. Hirer Rate: the rate payable by the Hirer to Search & Co Group for the provision of one or more Temporary Workers, excluding surcharges, expense allowances and VAT. The rate is calculated per hour, unless stated otherwise.
7. Agreement: any agreement, in whatever form, between a Hirer and Search & Co Group.
8. Parties: reference to Search & Co Group and the Hirer together.
9. Assignment: the employment of Temporary Workers who have been recruited and selected by Search & Co Group in the context of an Agreement, to perform work under the direction and supervision of the Hirer.
10. Temporary worker: any natural person employed by Search & Co Group.

Article 2. Scope of application

1. These General Terms and Conditions apply to all Agreements with Search & Co Group. These General Terms and Conditions also apply to any further or follow-up agreements between Search & Co Group and the Hirer. The Hirer is deemed to agree to this.
2. Deviations from these General Terms and Conditions are only valid if they have been expressly agreed in writing by the Parties. In that case, the expressly agreed deviating provisions will prevail. The applicability of purchase or other terms and conditions of the Hirer is expressly rejected.
3. If one or more provisions of these General Terms and Conditions are at any time wholly or partially null and void or are annulled, the remaining provisions of these General Terms and Conditions will remain in full force. The parties will then enter into consultations in order to agree on new provisions to replace the void or voided provisions, which are in line with the intention of the Parties when drafting the void or voided provision.
4. If Search & Co Group does not always require strict compliance with these General Terms and Conditions, this does not mean that the provisions thereof do not apply, or that Search & Co Group would in any way lose the right to demand strict compliance with the provisions in other cases. of these Terms and Conditions.
5. If Search & Co Group deviates from these General Terms and Conditions in one or more Agreements with the Hirer, this does not mean that this deviation also applies to earlier or later Agreements between Search & Co Group and the Hirer.

Article 3. Formation Agreement

1. The Temporary Workers that are made available to the Hirer are recruited and selected by the Search & Co Group.
2. An Agreement is only concluded when the Hirer accepts the Search & Co Group Agreement in writing. If the Hirer places an assignment/order with Search & Co Group either verbally or in writing, the Agreement is deemed to have been concluded when the assignment/order has been confirmed in writing by Search & Co Group or when Search & Co Group, at the request of the Hirer starts with the execution of the assignment/order.

Article 4. Provision of information

1. The Hirer acknowledges that proper performance of the Agreement by Search & Co Group generally depends on the correct and timely delivery of documents and data from the Hirer, in particular with regard to the determination of the Hirer's remuneration and the activities of the Hirer in the context of the recruitment and selection of the Temporary Worker. In order to ensure that the execution of the Agreement proceeds as far as possible according to the schedule, the Hirer will therefore provide Search & Co Group with all requirements in a timely manner and the Hirer will perform all actions that Search & Co Groep requires for the execution of the Agreement, or of which the Hirer should reasonably understand that they are necessary for the performance of the Agreement, including any information that may affect the performance of the Services.
2. The Hirer guarantees the correctness, completeness, reliability, soundness and lawfulness of the actions performed by or on behalf of it and the data provided to Search & Co Group. The Hirer also guarantees that it has provided or performed all essential requirements and actions within the meaning of paragraph 1 of this article prior to the set-up and performance of the Agreement.
3. The hirer acknowledges that the agreements between the hirer and Search & Co Group (and the performance of the Services) are based on the assumption that a regular temporary employment contract within the meaning of art. 7:691 of the Dutch Civil Code, not being a payroll agreement within

the meaning of art. 7:692 Civil Code. Should it appear that, due to incorrect or incomplete information from the Hirer, there is nevertheless a payroll agreement within the meaning of art. 7:692 of the Dutch Civil Code between Search & Co Group and the Temporary Worker(s), the Hirer is liable for - and indemnifies Search & Co Group against - all (direct and indirect) damage (including but not limited to wages, premiums, taxes and all costs including the actual costs of legal assistance) incurred by Search & Co Group as a result of this (re)qualification. This damage will be recovered from the Hirer with retroactive effect. In addition, the Hirer Rate will be adjusted accordingly (with retroactive effect), i.e. with due observance of all (cost-increasing) rules that apply to the payroll agreement.

4. All information relevant to the qualification of the employment contract must be reported to Search & Co Group in writing by the Hirer before Search & Co Group enters into an employment contract with the Temporary Worker. The Hirer is liable for all costs (including legal costs) and damage that Search & Co Group suffers because the Hirer has not or not fully complied with the previous information obligation.
5. The Hirer will inform Search & Co Groep in a timely manner and in any case immediately upon becoming aware of changes in one or more elements of the Hirer's remuneration and of determined initial wage increases.
6. The performance of the Agreement will not commence until the Hirer has fulfilled the aforementioned information obligation and/or delivery obligation. If the information required for the implementation of the Agreement has not been provided to Search & Co Group in time, or the necessary actions have not been performed in time, Search & Co Group has the right to suspend performance of the Agreement until all information has been received by the Hirer. have been provided or delivered, or Search & Co Group has the right to perform actions (or have them performed) that ensure that Search & Co Group has the aforementioned requirements for the performance of the Agreement, whereby the services to be provided by Search & Co Group are costs incurred are for the account and risk of the Hirer.
7. If the agreement can no longer be performed within the agreed term, because the information required for the implementation of the Agreement has not been provided to Search & Co Group in time, Search & Co Group has the right to terminate the Agreement with immediate effect, without being held to to compensate for any damage on the part of the Hirer. The extra hours and/or extra costs incurred by Search & Co Group, as well as other damages suffered by Search & Co Group that have arisen or would arise because the Hirer has not complied with the information obligation stipulated in this article, will be charged according to the rates customary at that time. of the hirer.

Article 5. Working conditions

1. The Hirer declares to be familiar with the fact that he is regarded as an employer in the Working Conditions Act.
2. The Hirer is responsible towards the Temporary Worker and Search & Co Group for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the field of safety at the workplace and good working conditions in general.
3. The Hirer is obliged to provide the Temporary Worker and the Search & Co Group with written information in good time, at least one working day before the start of the work, about the desired professional qualifications and the specific characteristics of the job to be taken up. The Hirer provides the Temporary Worker with active information regarding the Risk Inventory and Evaluation (RI&E) used within its company.
4. If the Temporary Worker suffers an industrial accident or an occupational disease, the Hirer will, if required by law, immediately inform the competent authorities and ensure that a written report is

drawn up immediately. In the report, the circumstances of the industrial accident or occupational disease are recorded in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the industrial accident or occupational disease is the result of insufficient measures being taken to prevent the industrial accident or occupational disease. The Hirer will inform Search & Co Groep as soon as possible about the industrial accident or occupational disease and will submit a copy of the report drawn up.

5. The Hirer will compensate the Temporary Worker for all damage suffered by the Temporary Worker in the context of the performance of his duties, if and insofar as the Hirer is liable for this pursuant to Article 7:658 and/or Article 7:611 and/or Article 6:162 of the Civil Code.
6. If the industrial accident leads to the death of the Temporary Worker, the Hirer is liable for damage (including costs, including the actual costs of legal assistance) for which it is held liable.
7. The Hirer shall take out adequate insurance against liability on the basis of the provisions of this article. At the request of Search & Co Group, the Hirer will provide proof of insurance to Search & Co Group.

Article 6. Right of suspension

1. The Hirer is not entitled to temporarily suspend the employment of the Temporary Worker in whole or in part, unless there is a case of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. Contrary to paragraph 1 of this article, suspension is possible if:
 - a. this is agreed in writing and the term has been determined and;
 - b. the Hirer demonstrates that there is temporarily no work available or that the Temporary Worker cannot be put to work and;
 - c. Search & Co Group can successfully invoke exclusion from the obligation to continue paying wages under the Collective Labor Agreement against the Temporary Worker.
The Hirer does not owe the Client Rate for the duration of the suspension.

Article 7. Time registration and invoicing

1. Invoicing takes place on the basis of the method of time registration agreed with the Hirer, with due observance of the provisions of these General Terms and Conditions and the Agreements.

Article 8. Payment

1. Unless agreed otherwise, payment in respect of all that the Hirer owes Search & Co Group must be made within 14 days after the (partial) invoice date in a manner to be indicated by Search & Co Group, in the currency in which it was invoiced, by the Hirer to be paid. The value date on the bank statement is decisive and is regarded as the payment date.
2. Only payment to Search & Co Group or to a third party expressly designated in writing by Search & Co Group releases works. Payments by the Hirer to Temporary Workers - under whatever title - or the provision of advances to Temporary Workers are non-binding vis-à-vis Search & Co Group and can never constitute grounds for set-off or payment for any reason whatsoever.
3. Search & Co Group is entitled to invoice periodically.
4. If the Hirer has objections to the invoice received, the Hirer must make these objections known to Search & Co Group in writing within 8 working days after the date of the invoice and in any case within 2 working days before the start of the work by the Temporary Worker. failing which the correctness of

the invoice will be established.

5. The Hirer is never entitled to suspend its obligations towards Search & Co Group and/or to set off against its own claim against Search & Co Group. Objections to the amount of an invoice or with regard to the Services provided will therefore never give the Hirer the authority to suspend or set off payment.
6. If the Hirer does not pay the invoice within the payment term, the Hirer will be in default by operation of law, without prior notice of default being required. The Hirer owes contractual interest of 1% per month or part of a month on what it then owes from the date of default, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest applies. The interest on the due and payable amount will be calculated from the moment that the hirer is in default until the moment of payment of the full amount due.
7. All costs, both judicial and extrajudicial, which Search & Co Groep has to incur in order to enforce its rights, are entirely for the account of the Hirer. The compensation for extrajudicial costs is fixed at 15% of the principal sum due, including VAT and interest, with a minimum of EUR 230 per claim, unless Search & Co Group has demonstrably incurred more costs, in which case the Hirer will owe the costs actually incurred. This fee will always be payable by the Hirer as soon as the Hirer is in default and will be charged without any further proof.
8. If Search & Co Groep suffers damage as a result of the refusal of payment by the Hirer, in whatever form, the Hirer is liable for this damage.
9. Payments made by the Hirer will first be deducted from the costs and interest due (in this order) and then from the principal amounts and accrued interest, with older receivables taking precedence over the new ones. Search & Co Group can, without being in default, refuse an offer of payment if the Hirer designates a different order for the allocation of the payment. Search & Co Group can refuse full repayment of the principal sum, if the accrued and accrued interest and collection costs are not also paid.
10. If it seems desirable to Search & Co Group and in any case if the Hirer is in default of any payment obligation for whatever reason, Search & Co Group is entitled, after entering into an Agreement, in deviation from the agreed payment arrangement, to demand payment in advance or a security for the payment obligations of the Hirer. The Hirer must comply with this at Search & Co Groep's first request.
11. If the Agreement has been concluded with more than one Hirer, all Hirers are jointly and severally obliged to fulfill the payment obligations under the Agreement (regardless of the name of the invoice).
12. Search & Co Group is at all times entitled to request advance payment from the Hirer or to oblige the Hirer, if Search & Co Group wishes to cover the Services to be provided by it with a credit insurer to be determined by it, to cooperate with a credit assessment .
13. If the hirer does not comply with Article 8.1 or does not comply with a request from Search & Co Group as referred to in Article 8.12 or refuses to cooperate with a credit assessment or if no positive credit assessment is issued, Search & Co Group is authorized:
 - a. to terminate the Agreement with the Hirer in whole or in part without notice of default being required. In that case, if Search & Co Group incurs costs or suffers damage in any way as a result of non-payment by the Hirer, the Hirer is liable for the damage and costs and must compensate them; or
 - b. suspend all or part of its obligations towards the Hirer under the Agreement.

14. In the event of dissolution, cancellation or suspension of the Agreement, Search & Co Group is never obliged to pay any form of compensation to the Hirer, unless the dissolution, cancellation or suspension is based on facts and circumstances that have been attributed to Search & Co Group. attributable. If Search & Co Group chooses to suspend all or part of its obligations towards the Hirer, the provisions of Article 6 will apply to the Parties.
15. If Search & Co Groep is found in the right in legal proceedings against the Hirer, all costs it has had to incur in connection with this procedure will be borne by the Hirer.

Article 9. Verification and retention obligation of the Hirer

1. In accordance with the applicable laws and regulations, the Hirer is obliged to establish his identity at the start of the Posting of a Temporary Worker on the basis of an original identity document stating the nationality of the Temporary Worker. This identity document must be carefully checked for authenticity and validity.
2. The Hirer will treat the personal data of the Temporary Worker made known to him in the context of the Assignment confidentially and will process this in accordance with the provisions of the applicable privacy and regulations.
3. The Hirer to whom Search & Co Group makes a foreign national within the meaning of the Foreign Nationals Employment Act expressly declares to be familiar with Article 15 of this Act, which means, among other things, that the Hirer must be hired by a foreign national at the start of the work. must receive a copy of the document, as referred to in Article 1 of the Compulsory Identification Act, from the foreign national. The Hirer is responsible for a careful check of the aforementioned document and on the basis thereof establishes the identity of the foreign national and includes a copy of the document in his administration. Search & Co Group is not responsible or liable for any fine imposed on the Hirer under the Foreign Nationals Employment Act.
4. The Hirer expressly declares that it is familiar with the applicable laws and regulations regarding the processing of personal data. The hirer will only use the personal data obtained via the Search & Co Group for the purpose for which they were obtained, will not store them longer than permitted by law and regulations and will ensure adequate security of this personal data.
5. Search & Co Group is not liable for fines or claims imposed on the Hirer because it has not fulfilled its obligations as referred to in this article.
6. The Hirer will at all times indemnify Search & Co Groep against fines imposed on and claims against Search & Co Groep due to the Hirer's failure to comply with the obligations referred to in this article.

Article 10. Prohibited discrimination and treatment of Temporary Workers

1. The hirer and Search & Co Group will not make any prohibited distinction, not on the basis of religion, belief, political opinion, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any other grounds. The Hirer and Search & Co Group will only set requirements relevant to the position or take them into account when providing or executing the Agreement and when selecting and treating the Temporary Workers.
2. The Hirer is familiar with the Whistleblowers Act and guarantees that the Temporary Worker will have access to the whistleblower scheme in the same way as its own staff if the Hirer has such a scheme or applies to it.
3. If the Hirer has a complaints procedure with regard to the treatment of employees, it will ensure that the Temporary Worker has access to this complaints procedure in the same way as its own staff. This

only concerns complaints that do not concern the employment of Search & Co Group, all this insofar as there are no legal obligations to the contrary.

Article 11. Takeover of Temporary Employees

1. For the purposes of this article, entering into an employment relationship with a (prospective) Temporary Agency Worker is understood to mean:
 - entering into an employment contract, an agreement for the contracting of work and/or an assignment agreement by the Hirer with a (prospective) Temporary Agency Worker;
 - having the relevant (prospective) Temporary Worker made available by a third party (for example, another private employment agency);
 - the entering into an employment relationship by the (prospective) Temporary Agency Worker with a third party, whereby the Hirer and that third party are connected in a group (as referred to in Article 2:24b of the Dutch Civil Code) or is a subsidiary of another party (as referred to in Article 2: 24a Civil Code).
2. For the purposes of this article, (prospective) Temporary Agency Workers also include:
 - the (prospective) Temporary Employee who is registered with the Search & Co Group;
 - the (prospective) Temporary Worker who has been introduced to and/or brought into contact with the Hirer;
 - the Temporary Worker whose Posting ended less than twelve months before entering into the employment relationship with the Hirer.
3. The Hirer is only entitled to enter into an employment relationship with a (prospective) Temporary Employee if and insofar as the provisions of this article are met.
4. The Hirer will not enter into an employment relationship with the Temporary Worker if and insofar as the employment contract between the Temporary Worker on the one hand and the Search & Co Group on the other hand has not legally terminated and if and insofar as the Hirer cannot legally terminate or terminate the Agreement with the Search & Co Group has.
5. The Hirer will inform Search & Co Group in writing of its intention to enter into an employment relationship with the (prospective) Temporary Worker before implementing that intention. The Agreement will be terminated by the Hirer with due observance of these General Terms and Conditions.
6. If a (prospective) Temporary Worker has been referred to the potential Hirer through the intervention of Search & Co Group and this potential Hirer enters into an employment relationship with that (prospective) Temporary Worker, either directly or via third parties, within twelve months after that (prospective) Temporary Worker has been proposed for the same or another position, this Hirer owes Search & Co Group a fee amounting to 20 percent of the (Client) rate that would have been charged by Search & Co Group for the activities of the (prospective) Temporary Agency Worker if this via Search & Co Group would have performed work for the Hirer for a period of 1040 hours. The Hirer always owes this fee if the (prospective) Temporary Agency Worker has been presented to the Hirer by Search & Co Group. Whether the Hirer already knew the Temporary Worker directly or indirectly (in whatever capacity) is irrelevant with regard to the obligation to pay as referred to in this article.
7. If the Hirer, directly or via third parties, enters into an employment relationship with a Temporary Worker who is made available to it on the basis of an Agreement for a definite or indefinite period of time, before that Temporary Worker has worked 1040 hours, the Hirer will owe Search & Co Groep a fee of 20 percent of the last applicable Hirer Rate over 1040 hours minus the hours already worked by the Temporary Worker on the basis of the Agreement.

8. If the Hirer enters into an employment relationship with the Temporary Worker within twelve months after his Assignment (regardless of whether this was based on an Agreement for a definite or indefinite period) to the Hirer has ended, he will owe a fee of 20 percent of the Hirer Rate, which is applicable to the Hirer. the Temporary Worker concerned would have been applicable over a period of 1040 hours worked minus the hours already worked by the Temporary Worker on the basis of the terminated Agreement. This applies both if the Hirer has approached the Temporary Worker - directly or via third parties - for this purpose and if the Temporary Worker has applied for a job with the Hirer - directly or via third parties.
9. In connection with the higher costs that Search & Co Groep incurs for the Posting of Temporary Workers who do not originate from the Netherlands, the provisions of this article state that instead of the number of 1040 hours, the number of 2080 hours applies and the percentage of 20 percent the percentage of 30 percent applies if and insofar as the Temporary Worker does not come from the Netherlands.

Article 12. Business closures and compulsory days off

1. The Hirer must inform Search & Co Group, when entering into the Agreement, of any company closures and collective mandatory days off during the term of the Agreement, so that Search & Co Group can, if possible, include this circumstance in the employment contract with the Hirer. Temporary worker. If an intention to determine a company closure and/or collective compulsory days off becomes known after entering into the Agreement, the Hirer must inform Search & Co Group immediately after this becomes known.

Article 13. Force majeure

1. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all external causes as well as the consequences thereof, foreseen or unforeseen, over which Search & Co Group cannot exert any influence, but as a result of which Search & Co. Co Group is unable to fulfill its obligations or as a result of which it is so impossible, inconvenient and/or disproportionately expensive for Search & Co Group to comply with the Agreement cannot reasonably be expected from Search & Co Group. Strikes in the company of Search & Co Group or of the Hirer should in any case be included. Search & Co Group also has the right to invoke force majeure if the circumstance that prevents (further) compliance with the Agreement occurs after Search & Co Group should have fulfilled its obligation.
2. Search & Co Group can suspend its obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the Parties is entitled to dissolve the Agreement, without any obligation to pay any compensation for damage to the other Party.
3. Insofar as Search & Co Group has already partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the commencement of force majeure, and the part fulfilled or to be fulfilled has independent value, Search & Co Group is entitled to invoice the fulfilled or to be fulfilled part separately. The Hirer is obliged to pay this invoice as if there were a separate Agreement.

Article 14. Fear non-compliance

1. If, after the Agreement has been concluded, the Search & Co Group becomes aware of circumstances that give good grounds to fear that the Hirer will not, not correctly and/or not timely fulfill one of its obligations, which is the case, among other things, in the event of bankruptcy or suspension of payments of payment or if an application for one of these measures is pending against the Hirer, or if a decision has been taken to dissolve or merge the Hirer or if any part of the Hirer's assets has been seized or enforced, or or the Hirer fails to fulfill any payment obligation towards Search & Co Group, all payment obligations of the Hirer towards Search & Co Group, for whatever reason, become

immediately due and payable in full. Search & Co Group is entitled to demand immediate payment or security for these payable claims.

2. In that case, Search & Co Group is authorized to suspend the fulfillment of its obligations towards the Hirer until payment and/or security for all payment obligations has been made. If the Search & Co Group proceeds to do so, it will in no way be obliged to pay compensation for damage and costs that arise in any way on the part of the Hirer as a result.
3. The Hirer is liable for all damage resulting from this on the part of Search & Co Group.

Article 15. Intellectual and Industrial Property

1. At the request of the Hirer, Search & Co Group will have its Temporary Workers sign a written statement in order - insofar as necessary and possible - to ensure or promote that all intellectual and industrial property rights accrue to the results of the work of the Temporary Worker, respectively (will) be transferred to the Hirer. If Search & Co Group owes compensation to the Temporary Worker or otherwise has to incur costs in connection with this, the Hirer will owe Search & Co Group an equal compensation or equal costs.
2. The Hirer is free to enter into an agreement directly with the Temporary Worker or to present him with a statement for signature regarding the intellectual and industrial property rights referred to in paragraph 1 of this article. The Hirer will inform Search & Co Group of its intention to do so and will provide Search & Co Group with a copy of the agreement/declaration drawn up in this respect.
3. Search & Co Group is not liable towards the Hirer for any fine or penalty forfeited by the Temporary Worker or any damage suffered by the Hirer as a result of the Temporary Worker invoking any intellectual and/or industrial property right.

Article 16. Termination of the Agreement and the Availability

1. Each Agreement will terminate immediately for cancellation at the time that either party terminates the Agreement because:
 - the other Party is in default;
 - the other Party has been liquidated;
 - the other Party has been declared bankrupt or has applied for suspension of payments.
2. If Search & Co Group cancels on one of these grounds, the behavior of the Hirer, on which the cancellation is based, includes the request of the Hirer to terminate the Assignment. This does not lead to any liability on the part of Search & Co Group for the damage suffered by the Hirer as a result. As a result of the cancellation, the claims of Search & Co Group will be immediately due and payable.
3. The end of the Agreement means the end of the Assignment. Termination of the Agreement by the Hirer means the Hirer's request to the Search & Co Group to terminate the current Assignment(s) by the date on which the Agreement has legally terminated, or against which the Agreement has been legally dissolved.
4. If the temporary employment clause applies between the Temporary Worker and the Search & Co Group, the Assignment of the Temporary Worker ends at the request of the Hirer at the moment that the Temporary Worker reports that he is unable to perform the work due to incapacity for work. Insofar as necessary, the Hirer is deemed to have made this request. The Hirer will confirm this request in writing to Search & Co Group upon request.
5. The Assignment ends by operation of law if and as soon as Search & Co Group can no longer make the Temporary Worker available, because the employment contract between Search & Co Group and the

Temporary Worker has ended and this employment contract is not continued consecutively for the benefit of the same Hirer.

Article 17. Replacement and Availability

1. Search & Co Group is at all times entitled to make a proposal to the Hirer to replace a temporary worker made available by another temporary worker while continuing the Agreement, including with a view to the company policy or personnel policy of Search & Co Group, retention of employment or compliance with applicable laws and regulations, in particular the applicable collective labor agreement and the dismissal guidelines for the temporary employment sector. The Hirer will only reject such a proposal on reasonable grounds. If requested, the Hirer will motivate a possible rejection in writing.
2. Search & Co Group does not fail attributably towards the Hirer and is not obliged to compensate the Hirer for any damage or costs if, for whatever reason, Search & Co Group cannot (or no longer) hire a (replacement) Temporary Employee, or at least not (more).) can make available to the Hirer in the manner and to the extent agreed in the Agreement or subsequently.

Article 18. Working procedure

1. Before the start of the Agreement, the Hirer will provide Search & Co Group with an accurate description of the job, job requirements, classification of the Temporary Employee in job scale and step, applicable collective labor agreement or remuneration scheme, working hours, working hours, activities, workplace, working conditions, name and contact details of the contact person for the Temporary Worker, and the intended term of the Agreement.
2. Search & Co Groep determines, on the basis of the information provided by the Hirer and the qualities, knowledge and skills of the (candidate) Temporary Worker eligible for Posting, which (candidate) Temporary Worker it proposes to the Hirer for the implementation of the agreement. The Hirer is entitled to reject the proposed (candidate) Temporary Worker, as a result of which the Posting of the proposed (candidate) Temporary Worker will not take place.
3. Search & Co Group will not be in default towards the Hirer if the contacts between the Hirer and Search & Co Group prior to a possible Agreement, including a specific request from the Hirer to make a Temporary Worker available, fail or fail for whatever reason. lead to the actual Posting of a Temporary Worker within the term desired by the Hirer.

Article 19. Time registration

1. If the Parties do not agree otherwise, time registration will take place by means of timesheets digitally supplied by the Hirer.
2. The Hirer is responsible for correct and complete time registration and is obliged to see to it or to ensure that the details of the Temporary Worker included therein are stated correctly and truthfully, such as: name of the Temporary Worker, the number of hours worked, overtime , irregular hours and shift hours, the other hours for which the Hirer Rate is due pursuant to these General Terms and Conditions and the Agreement(s), any surcharges and any costs actually incurred.
3. Before the Hirer provides the time registration, it will give the Temporary Worker the opportunity to check the time registration. If and insofar as the Temporary Worker disputes the information stated in the time records, Search & Co Group is entitled to determine the hours and costs in accordance with the Temporary Worker's statement, unless the Hirer can demonstrate that the information stated by him is correct.

Article 20. Working hours and working hours

1. The working hours, working hours and rest periods of the Temporary Worker are equal to the usual times and hours at the Hirer, unless agreed otherwise. The Hirer guarantees that the working hours and the rest and working hours of the Temporary Worker comply with the legal requirements. The Hirer ensures that the Temporary Worker does not exceed the legally permitted working hours and the agreed scope of work.
2. Holidays and leave of the Temporary Worker are arranged in accordance with the law and the applicable Collective Labor Agreement.

Article 21. Position and remuneration

1. Before the start of the Agreement, the Hirer will provide the information pursuant to Articles 4 and 18 of these General Terms and Conditions.
2. The remuneration of the Temporary Worker, including any allowances and expense allowances, is determined in accordance with the applicable Collective Labor Agreement (including the provisions regarding the Hirer's remuneration) and the applicable laws and regulations, on the basis of the information provided by the Hirer. job description.
3. If at any time it appears that the job description and associated salary scale do not correspond to the position actually performed by the Temporary Worker, the Hirer will immediately provide Search & Co Group with the correct job description and associated salary scale. The remuneration of the Temporary Worker will be determined again on the basis of the new job description. The job description and/or grading can be adjusted during the Agreement if the Temporary Employee can reasonably claim that adjustment by invoking laws and regulations, the Collective Labor Agreement and/or the Hirer's Remuneration. If the adjustment leads to a higher remuneration, Search & Co Group will correct the remuneration of the Temporary Worker and the Hirer Rate accordingly. The Hirer owes this corrected rate to Search & Co Group from the moment of performing the actual job.
4. The Hirer will inform Search & Co Group in a timely manner and in any event immediately upon becoming aware of changes to one or more elements of the Hirer's remuneration and of established initial wage increases.
5. Overtime, work in shifts, work at special times or days (including public holidays), working under special circumstances and/or work in shifted hours will be paid in accordance with the applicable regulations in the applicable Collective Labor Agreement or - if applicable - the Hirer's remuneration and will be passed on to the Hirer.

Article 22. Proper exercise of leadership and supervision

1. The Hirer will behave with regard to the Temporary Worker in the exercise of management and supervision, as well as with regard to the performance of the work, in the same careful manner as it is obliged to with regard to its own employees.
2. Subject to permission, the Hirer is not permitted to 'on-lend' the Temporary Worker to a third party; that is to say to make it available to a third party for the performance of activities under the management and supervision of this third party. Third party is also understood to mean a (legal) person with which the Hirer is affiliated in a group (concern).
3. Employment of the Temporary Worker abroad by a Hirer established in the Netherlands is only possible for a definite period under the conditions that the Hirer has organized management and supervision and the employment has been agreed in writing with Search & Co Group and with the Temporary Worker.

4. The Hirer will compensate the Temporary Worker for any damage it suffers because an item belonging to it, which has been used in the context of the assigned work, has been damaged or destroyed.
5. The Hirer will, insofar as possible, take out adequate insurance against liability on the basis of the provisions of this article. At the request of Search & Co Group, the Hirer will provide proof of insurance to Search & Co Group.

Article 23. Hirer rate

1. The Hirer Rate owed by the Hirer to Search & Co Group is calculated on the hours worked by the Temporary Worker or (if this number is higher) on the hours on which Search & Co Group pursuant to the General Terms and Conditions and/or the Agreement and/or the Collective Labor Agreement is entitled. The Hirer Rate is multiplied by the allowances and increased by the expense allowances. VAT is charged on the Hirer Rate, the surcharges and expense allowances.
2. If at any time the Hirer's remuneration needs to be adjusted, Search & Co Group will (again) determine the remuneration of the Temporary Worker and the Hirer's rate on the basis of the information provided by the Hirer regarding the job classification and Hirer's remuneration. All elements of the Hirer's remuneration that apply to the Hirer are included in the remuneration and the Hirer Rate.
3. In addition to the case referred to in paragraph 3 of this article, Search & Co Group is in any case also entitled to adjust the Hirer Rate during the term of the Agreement if the costs of the temporary agency work increase:
 - as a result of changes to the applicable Collective Labor Agreement or the wages regulated therein or changes to the Collective Labor Agreement and/or terms and conditions of employment applicable at the Hirer or the wages regulated therein;
 - as a result of changes in or as a result of laws and regulations, including - but expressly not limited to - changes in or as a result of social and tax laws and regulations, such as the Participation and Quota Act, changes in or as a result of the Collective Labor Agreement or any binding regulation;
 - as a result of a (periodic) wage increase and/or a (one-off) compulsory payment, arising from the applicable Collective Labor Agreement, the collective labor agreement and/or terms and conditions of employment applicable at the Hirer and/or laws and regulations.
4. If, contrary to paragraphs 3 and 4 of this article, the Hirer does not agree to payment of the adjusted Hirer Rate, this includes the request of the Hirer to terminate the Assignment.
5. Any adjustment to the Hirer Rate will be announced to the Hirer by Search & Co Group as soon as possible and confirmed to the Hirer in writing.
6. If the remuneration has been set too low due to any cause attributable to the Hirer, Search & Co Group is also entitled to determine the remuneration retroactively afterwards and to adjust and charge the Hirer Rate accordingly with retroactive effect. Search & Co Group can also charge the Hirer for the amount that the Hirer has paid too little as a result and costs incurred by Search & Co Groep as a result thereof.

Article 24. Special minimum payment obligations

1. Unless otherwise agreed in writing, the Hirer - without prejudice to the Hirer's other obligations towards Search & Co Group - is obliged to pay to Search & Co Group at least the Hirer Rate calculated over three hours worked if:
 - the Temporary Worker reports at the agreed time and place to perform the temporary work, but is not enabled by the Hirer to start the temporary work, or;

- The Hirer enables the Temporary Worker to perform the temporary work for less than three hours.
2. In addition, the Hirer is obliged to pay the full Hirer Rate for the period that a Temporary Agency Worker is entitled to wages in accordance with Section 7:628a, paragraph 3 of the Dutch Civil Code, if the call-up is withdrawn or changed by the Hirer.

Article 25. Participation

1. The Hirer is obliged to give the Temporary Worker who is a member of the Hirer's Works Council the opportunity to exercise these participation rights in accordance with laws and regulations.
2. If the Temporary Worker exercises co-determination in the company of the Hirer, the Hirer also owes the Hirer Rate for the hours in which the Temporary Worker performs work during working hours or follows a course in connection with exercising co-determination.
3. The Hirer declares that it is aware of its information obligations under the Works Councils Act (hereinafter: WOR) regarding the (expected) deployment of Temporary Employees in its company. If and insofar as the Hirer wishes to rely on information provided or to be provided by the Search & Co Group in fulfilling these information obligations, the provision of information will not go beyond what is required by the WOR.

Article 26. Obligations with regard to the Allocation of Workers by Intermediaries Act

1. The Hirer expressly declares that it is familiar with Article 8a of the Allocation of Workers by Intermediaries Act and ensures that Temporary Workers have equal access to the company facilities or services in its company, in particular canteens, childcare and transport facilities, as the employees employed by its company are employed in equal or equivalent positions, unless the difference in treatment is justified on objective grounds.
2. The Hirer expressly declares that it is familiar with Article 8b of the Allocation of Workers by Intermediaries Act and ensures that vacancies arising within its company are timely and clearly notified to the Temporary Employees, so that they have the same opportunities for an employment contract for an indefinite period as the employees of that company.
3. The Hirer expressly declares that it is familiar with Article 10 of the Workforce Allocation by Intermediaries Act: the Hirer will inform Search & Co Groep in a timely and complete manner about the intention, commencement, continuation or termination of collective actions organized or unorganized by the trade unions, including - but not exclusively - a strike, lockout or occupation. In the performance of its management and supervision of the Temporary Worker, the Hirer will expressly refrain from giving assignments to the Temporary Worker as a result of which Article 10 of the Waadi will be violated.

Article 27. Liability

1. The Hirer who fails to fulfill his obligations arising from these General Terms and Conditions and Agreements or fails to fulfill them properly, is obliged to compensate Search & Co Group for all resulting damage.
2. During the term of the Agreement, the Hirer is liable for damage suffered by Search & Co Group, the Temporary Worker and/or third parties as a result of the acts and/or omissions of the Temporary Worker.
3. The Hirer is obliged to take out adequate insurance to cover the liabilities specified in this article.

4. If it is established by law or otherwise that Search & Co Group may be liable to the Hirer for damage suffered in connection with the Agreement, or on account of tort, or on any other basis, then this liability, including any payment obligation based on Article 6:230 of the Dutch Civil Code and/or Article 6:271 of the Dutch Civil Code, at all times limited in its entirety to what is regulated in this provision:
 - a. Search & Co Group is never liable for damage that has arisen because Search & Co Group relied on incorrect data, files, tools and/or information provided by or on behalf of the Hirer;
 - b. Search & Co Group is never liable for lost profit, lost income, lost turnover, lost savings, loss due to business and other types of stagnation by the Hirer;
 - c. the liability of Search & Co Group, including any payment obligation under a reversal obligation and any payment obligation under Article 6:230 of the Dutch Civil Code, towards the Hirer is at all times limited to the amount that the liability insurance of Search & Co Group in pays out where applicable;
 - d. in the event that Search & Co Group's liability insurance - for whatever reason - does not pay out, the liability of Search & Co Group, including any payment obligation based on Section 6:230 of the Dutch Civil Code and/or Section 6: 271 of the Dutch Civil Code, is limited to the sum of the three invoices most recently paid by the Hirer, but is at all times limited to a maximum amount of EUR 10,000 per year, regardless of the number of damage-causing events.
5. These restrictions do not apply in the event of intent or deliberate recklessness on the part of Search & Co Group and/or Search & Co Group Temporary Workers.
6. All subordinates of the Search & Co Group can invoke the above provisions against the Hirer, and if necessary also against third parties, on an equal footing with the Search & Co Group.
7. Damage for which Search & Co Group can be held liable must be reported to Search & Co Group in writing as soon as possible, but no later than 8 days after it occurs, under penalty of forfeiture of the right to compensation for this damage. This period does not apply if the Hirer can demonstrate that the damage could not be reported earlier for good reasons.
8. A liability claim against Search & Co Group expires within 12 months after the Hirer has become aware of the harmful event or could reasonably have been aware of it.

Article 28. Confidentiality

1. Search & Co Group and the Hirer will not provide any confidential information from or about the other Party, its activities and relationships, which has come to their knowledge under the Agreement, to third parties, unless - and in that case - provision of that information is necessary to to be able to properly perform the Agreement or whether they have a legal obligation to disclose.
2. At the request of the Hirer, Search & Co Group will oblige the Temporary Worker to observe secrecy with regard to all that becomes known or becomes apparent to him during the performance of the work, unless the Temporary Worker has a legal obligation to disclose.
3. The Hirer is free to directly oblige the Temporary Worker to observe confidentiality. The Hirer will inform Search & Co Group of its intention to do so and will provide Search & Co Group with a copy of the statement/agreement drawn up in this respect.
4. Search & Co Group is not liable for a fine, penalty or any damage suffered by the Hirer as a result of a breach of a duty of confidentiality by the Temporary Worker.

Article 29. Applicable law and choice of forum

1. Dutch law applies to these General Terms and Conditions and the Agreements.
2. All disputes arising from or related to a legal relationship between the Parties will in the first instance be exclusively settled by the competent court of the district of Amsterdam, unless mandatory provisions dictate otherwise. Nevertheless, Search & Co Group is at all times entitled to submit the dispute to the competent court according to the law.

Article 30. General

1. If one or more provisions of these General Terms and Conditions are null and void or are annulled, the other provisions in the General Terms and Conditions and Agreements will remain in force. The provisions that are not legally valid or cannot be legally applied will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.