



# Terms and Conditions

LPC - BOOST YOUR BUSINESS

11-12-2024



## **Terms and Conditions for the assignment of temporary workers and recruitment and selection of personnel**

LPC is a group of specialised employment agencies which operate under separate labels in the market, but are managed centrally from LPC. The employment agencies within LPC take employees from the Netherlands and abroad to perform work activities in the Netherlands with a Client of LPC, under the supervision and direction of Client. In addition, LPC offers the service Recruitment & Selection to find suitable candidates to enter into service with its Clients. These terms and conditions set out the conditions subject to which Client may make use of the services of LPC.

The general provisions of Part A of the Terms and Conditions apply to all legal relationships of LPC. If an Agreement (in part) relates to the Recruitment & Selection of Candidates, then the specific provisions of Part B together with the general provisions of Part A apply. If the Agreement (in part) relates to the Assignment of Employees, then the specific provisions of Part C along with the general provisions of Part A apply.



## Contents

<b>PART A: GENERAL PROVISIONS.....</b>	<b>4</b>
Article 1. Definitions.....	4
Article 2. Scope.....	4
Article 3. Offers and formation of agreement.....	5
Article 4. Payment.....	5
Article 5. Non-compliance.....	6
Article 6. Liability.....	7
Article 7. Confidentiality.....	7
Article 8. Applicable law and choice of forum.....	8
<b>PART B: RECRUITMENT &amp; SELECTION.....</b>	<b>9</b>
Article 9. Recruitment & Selection.....	9
Article 10. Fee.....	9
Article 11. Liability.....	9
Article 12. Conclusion employment relationship.....	10
<b>PART C. ASSIGNMENT .....</b>	<b>11</b>
Article 13. Duration & termination of the agreement and the assignment.....	11
Article 14. Information obligation Client.....	12
Article 15. Working procedure.....	13
Article 17. Principal's Rate.....	15
Article 18. Invoicing and time accounting.....	17
Article 19. Special minimum payment obligations.....	17
Article 21. Privacy and record-keeping.....	19
Article 22. Length of the working week and working hours.....	19
Article 23. Working conditions and tools.....	19
Article 24. Good exercise of direction and supervision.....	20
Article 25. Goods to Employee.....	21
Article 26. Replacement, availability and reintegration.....	21
Article 27. Right of suspension.....	21
Article 28. Prohibitions distinction and treatment Employee.....	22
Article 29. Participation in decision-making.....	22
Article 30. Obligations pertaining to the Placement of Personnel by Intermediaries Act.....	22
Article 31. Obligations and liability Client.....	23



## PART A: GENERAL PROVISIONS

### Article 1. Definitions

- 1.1 Terms and Conditions: these terms and conditions.
- 1.2 CLA: the Collective Labor Agreement which applies to the employment contract of an Employee and LPC, i.e.: the ABU CLA.
- 1.3 Services: all services to be performed by LPC for Client pursuant to an Agreement.
- 1.4 LPC: the Labour Power Company B.V. and the affiliated legal entities within the same group, to the extent that that entity provides Services to Client.
- 1.5 User Company Remuneration: the remuneration applicable with Client for Employees that are directly in service of Client in an equal or equivalent position as the posted Employee, consisting of the elements set out in the ABU CLA.
- 1.6 Offer: each offer, verbally or in Writing, of LPC to Client.
- 1.7 Candidate: each person which may be nominated by LPC to enter into an employment contract with Client in the context of an assignment of Recruitment & Selection.
- 1.8 Client: each person or legal entity who enters into a contract with LPC or intends to do so.
- 1.9 Principal's Rate: the rate owed by Client to LPC, excluding surcharges, expense reimbursements, one-off payments (in the sense of the ABU CLA) and VAT. The rate is calculated on an hourly basis, unless specified otherwise.
- 1.10 Agreement: each agreement, in any form whatsoever between a Client and LPC, each amendment thereof or addition to it, as well as all (legal) actions to prepare and execute that Agreement by LPC.
- 1.11 Party: the other party to the Agreement (LPC or Client)
- 1.12 Parties: reference to LPC and Client jointly.
- 1.13 Writing: drawn up in writing or made available digitally by email or otherwise electronically.
- 1.14 Assignment: the assignment of an Employee by LPC in the context of an Agreement, to perform labour, whether or not under the direction and supervision of Client.
- 1.15 Employee: each natural person who is assigned to Client by LPC on the basis of an employment contract by virtue of Article 7:690 of the Dutch Civil Code.
- 1.16 Recruitment & Selection: the Service where LPC recruits and selects Candidates on behalf of Client, in order to bring about an employment relationship between Client and these Candidates.

### Article 2. Scope

- 2.1 These Terms and Conditions apply to all Offers of and Agreements with LPC. These Terms and Conditions also apply for any further or subsequent agreements between LPC and Client. Client agrees to this in advance. Each company within LPC may directly invoke these terms and conditions towards Client, if (a) that company provides a Service to Client and/or (b) one or more Employees are working with Client in service of the company in question.
- 2.2 Deviations of these Terms and Conditions are only valid if these have been expressly agreed upon by Parties in Writing. In that case the deviating provisions expressly agreed upon in Writing prevail. The applicability of purchase conditions or other terms and conditions of Client are expressly ruled out.
- 2.3 If one or more provisions in these Terms and Conditions are at any time in whole or in part void or voided, then the remaining provisions in these Terms and Conditions remain in full force and effect. Parties will then enter in consultation in order to agree on new provisions to replace the void or voided provisions, which are in line with the intention which Parties had when drawing up the void or voided provision.
- 2.4 If LPC does not always require strict compliance of these Terms and Conditions, then this does not mean that

Met opmerkingen [GS1]: Ik zou de begrippen in alfabetische volgorde zetten.

its provisions do not apply or that LPC would to any degree lose the right to require strict compliance of the provisions of these Terms and Conditions in other cases.

- 2.5 If LPC deviates from these Terms and Conditions with one or more Agreements with Client then this does not mean that this deviation also applies for previous or later Agreements between LPC and Client.
- 2.6 "LPC reserves the right to amend these General Terms and Conditions from time to time, provided that it gives Client reasonable notice of such changes. If no objection is raised within 14 days of the notice, the amended General Terms and Conditions will apply from the date of notification to all new Agreements, as well as to any ongoing Agreements that are executed after the date of notification."

### Article 3. Offers and formation of agreement

- 3.1 LPC cannot be obligated to its Offer if Client can reasonably understand that the Offer, or a part thereof, comprises an obvious mistake or clerical error.
- 3.2 An Agreement is formed whenever:
  - LPC has issued an Offer and Client accepts it and/or if LPC commences with the execution of the Agreement upon request of Client; or
  - Client places an assignment with LPC and LPC has accepted this assignment and/or commences with the execution of the assignment; or
  - Client engages in (job) interviews with a (prospective) Employee or a Candidate, regardless of whether the (prospective) Employee or the Candidate was introduced to Client by LPC or at Client's initiative, whether or not based on an open vacancy at Client.
- 3.3 All Offers of LPC are without obligation and may be withdrawn by LPC at any time, also if the Offer comprises a term for acceptance.

### Article 4. Payment

- 4.1 Unless agreed upon otherwise, payment needs to be paid of all which Client owes to LPC, within 14 days after (partial) invoice date in a method to be indicated by LPC in the currency in which it is invoiced by Client. The value date on the statement of account is the determining factor and is considered as the day of payment.
- 4.2 Solely payment to LPC or to a third party expressly designated by LPC in Writing clears the debt. Payments by Client to Employees - however described - or the provision of advance payments to Employees are nonbinding towards LPC and may never result in grounds for settlement or payment pursuant to any reason whatsoever.
- 4.3 If Client has objections towards the received invoice, then Client needs to disclose these objections to LPC in Writing within 7 calendar days after the date of the invoice, upon default of which the correctness of the invoice is certain. The burden of proof related to the submission of the complaint in a timely manner resides with Client.
- 4.4 Client is never entitled to suspend its obligations towards LPC and/or settle these with an own receivable on LPC. Objections towards the amount of an invoice or pertaining to the provided Services therefore never give Client the competence to suspend or settle the payment. If a dispute exists between Client and LPC about the amount of the invoice, then Client will pay the part of the invoice on which no dispute exists within the agreed upon payment term. The remaining part will be paid as soon as possible by Client after resolving the dispute.
- 4.5 If Client does not pay the invoice within the payment term, then Client is in default by operation of law, without any requirement of prior notice of default. Client owes a contractual interests on what is then owed from the date of default of 1.5% per month or a part of a month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The interest on the amount due will be calculated

from the moment that Client is in default up to the time of full payment of the entire owed amount.

- 4.6 All costs, both judicial and extrajudicial, which LPC has to incur in order to exercise its rights, are entirely borne by Client. The reimbursement for extrajudicial costs are fixed at 25% of the owed principal sum, if this amounts less than € 1,500, at 20% if the owed principal sum amounts to more than € 1,500 and less than € 3,500 and at 15% if the principal sum amounts to more than € 3,500 (including interest and VAT) - unless LPC has incurred demonstrably more costs - with a minimum of € 500 per receivable. This reimbursement will always be owed by Client, as soon as Client is in default, and be charged without the need for further proof.
- 4.7 The duplicate or copy of the invoice sent by LPC, which is in LPC's possession, serves as conclusive proof of the interest owed and the date on which the interest calculation begins..
- 4.8 Unless specified otherwise by LPC, payments of Client always first serve to be deducted from the owed additional (collection) costs and interest (in this order) and then to be deducted from the principal sums and accrued interest, for which older receivables prevail over newer ones, regardless of whether Client specifies an allocation of payment. LPC may refuse full repayment of the principal sum, if for this not also the interest incurred and accrued and collection costs are paid.
- 4.9 If LPC deems it necessary and, in any case, if Client is in default with any payment obligation for any reason whatsoever, LPC is entitled after the conclusion of an Agreement in deviation of the agreed upon payment scheme, to require payment in advance or a security for the payment obligations of Client. Client needs to comply with this upon first request of LPC.
- 4.10 If the Agreement is concluded with more than one Client, then all Client are bound jointly and severally to comply with the payment obligations pursuant to the Agreement (regardless of the name on the invoice).
- 4.11 If Client does not pay its (payment) obligations or does not comply with a request of LPC as referred to in paragraph 9 of this Article, LPC is entitled:
- To dissolve the Agreement with Client in whole or in part without the requirement of notice of default to do so. In that case Client, whenever LPC incurs costs to do so or suffers damage or loss in any way as a result of the failure of payment by Client, is liable for the damage, loss and costs and needs to reimburse it, or
  - To suspend its obligations towards Client pursuant to the Agreement in whole or in part.
- 4.12 In the event of dissolution or termination by notice of termination of the Agreement, LPC is never obligated to pay any form of compensation to Client, unless there are facts and circumstances at the basis of the dissolution, termination by notice of termination or suspension which are attributable to LPC.

## Article 5. Non-compliance

- 5.1 If after the conclusion of the Agreement LPC learns about circumstances that give good reason to fear that Client will not comply with one of the obligations, or will not do so correctly and/or in a timely manner, of which this would be the case, among other things, in the event of bankruptcy, liquidation or suspension of payment or if a request for one of these measures with regard to Client is pending, or in the event of a resolution to dissolve or for a merger of Client is taken or if precautionary or executive attachment is or will be levied on any part of the assets of Client, or Client does not perform any payment obligation towards LPC, then all payment obligations of Client towards LPC pursuant to any reason whatsoever are immediately and completely due and payable. LPC is entitled to require immediate payment of these debts due and payable or a security pertaining to these debts due and payable.
- 5.2 LPC is entitled - in the case of what is specified in paragraph 1 - to suspend the performance of its obligations towards Client, until payment and/or security of all payment obligations has taken place. If LPC proceeds to do so, it is in no way whatsoever obligated to reimburse damage, loss and costs which have arisen because of it in any manner on the side of Client.
- 5.3 Client is liable for all damages and losses which follows from this Article on the side of LPC.

## Article 6. Liability

- 6.1 Should it be established that LPC is liable to Client for any damages suffered in connection with the Contract, in tort, or for any other reason, this liability, including any obligation to pay on the basis of Section 6:230 of the Dutch Civil Code and/or Section 6:271 of the Dutch Civil Code, shall be strictly governed by the following provisions:
- a) LPC's total liability for an attributable failure to perform the Contract or any other legal ground shall be limited to compensation for direct damages. Direct damages refer to damages resulting from harm to or destruction of an item (i.e. repair costs or replacement costs);
  - b) LPC shall not be liable for any indirect damages suffered by Client, including (but not limited to): consequential damages, lost profits, missed savings, reduction of goodwill, damages resulting from claims from clients/customers of Client, missed income, missed turnover, missed savings, damages due to business stagnation, and other consequential losses. Additionally, LPC's liability pertaining to the destruction or loss of data or documents is expressly excluded;
  - c) LPC shall not be liable for damages incurred if LPC has relied on incorrect data/files/resources and information provided by or on behalf of Client.
  - d) LPC's liability, including any payment obligation to Client, is at all times capped at the amount covered by LPC's liability insurance policy, where applicable.
  - e) In the event that there is no liability insurance or LPC's liability insurance refuses to provide compensation for any reason, LPC's liability, including any payment obligation:
    - under a specific Posting is limited to the combined amount of the three most recent invoices paid by Client under such Posting;
    - on other grounds is limited to an amount of €5,000 per claim;whereby LPC's total liability shall be limited at all times (i.e. for all Postings together) to a maximum amount of €10,000 per year, irrespective of the basis of liability and the number of events causing damages.
- 6.2 These aforementioned limitations do not apply in the event of intentional or deliberate recklessness on the part of LPC or of its Employees.
- 6.3 All staff under the employment of LPC have the authority to invoke the aforementioned limitations against Client and against third parties, on an equal basis as LPC.
- 6.4 Any damages for which LPC could be held liable must be reported to LPC in writing as soon as possible, but no later than 14 days after their occurrence, failing which the right to compensation for such damages shall be forfeited. This reporting period does not apply if Client can demonstrate that the damages could not reasonably have been reported earlier. A liability claim against LPC expires 12 months after Client became aware of the event that led to the damages or could reasonably have become aware of it.
- 6.5 The provisions of this Article, as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions, also apply for the benefit of all (legal) entities that LPC engages in the execution of an Agreement.

## Article 7. Confidentiality

- 7.1 LPC and Client will not provide any confidential information of or about the other Party, its activities and relationships, which they have learned about as a result of the Agreement, to third parties, unless - and then to the extent that - provision of that information is necessary to be able to carry out the Agreement adequately or if a statutory obligation for disclosure resides on them.
- 7.2 LPC will obligate the Employee, upon request of Client, to maintain confidentiality pertaining to all which Employee becomes known or aware to Employee with the performance of the work activities, unless a statutory obligation of disclosure resides on the Employee.



- 7.3 Client is at liberty to obligate the Employee directly to confidentiality. Client informs LPC about its intention to do so and provides a copy of the statement/agreement drawn up for the matter to LPC.
- 7.4 LPC is not liable for a penalty, incremental penalty payment or any damage and loss of Client as a result of violation of that obligation of confidentiality by the Employee.

#### Article 8. Applicable law and choice of forum

- 8.1 The Dutch law applies to these Terms and Conditions and the Agreement(s).
- 8.2 All disputes which follow from or are related to a legal relationship between LPC and Client will first be exclusively decided by the competent court of the court Oost-Brabant, location 's- Hertogenbosch, unless mandatory legal provisions preclude this. Nevertheless, LPC has the right at all times to submit the dispute to the competent court in accordance with the law.





## PART B: RECRUITMENT & SELECTION

### Article 9. Recruitment & Selection

- 9.1 Following an assignment provided to this end by Client, LPC will make an effort to search suitable Candidates as soon as reasonably possible and contact them for a position with Client.
- 9.2 Client provides all data which LPC reasonably requires to carry out the assignment provided to it such as an accurate description of the position, the required and desired qualifications, the salary, the working hours, length of the working week, work activities, work location and intended duration of the assignment.
- 9.3 In order to prevent making unlawful distinctions, in particular on the basis of religion, personal beliefs, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any other ground, only requirements relevant to the position may be set by Client and will be considered by LPC during the selection and recommendation of Candidates. LPC will determine, based on the information provided by Client, which Candidates it proposes to Client.
- 9.4 Client decides at all times independently whether Client offers an (employment) contract to a Candidate selected by LPC. It should be noted that no unlawful distinction may be made, particularly based on religion, belief, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age, or any other ground. Client is entitled to reject the proposed Candidate(s) and, upon request, shall provide a Written justification for any rejection.
- 9.5 Each Agreement Recruitment & Selection terminates by operation of law at the time that the Client indicates to (intend to) conclude an employment relationship with a Candidate.

### Article 10. Fee

- 10.1 The fee payable by Client to LPC for Recruitment & Selection is specified in the Agreement and becomes due from the moment a working relationship (e.g., based on an employment contract or as a contractor, in both cases directly or indirectly through an intermediary) is established with the Candidate (whether or not through the intervention of a third party), regardless of the duration or terms of the employment contract. If the Agreement does not specify a fee, the fee will be calculated as 12.96 times the gross monthly salary of the Candidate, including benefits, for a full-time position with Client, multiplied by 25%.
- 10.2 Client owes 15% of the fee if LPC has proposed a Candidate with whom Client wanted to enter into a working relationship, but this employment contract is not entered into because Client and Candidate fail to reach agreement on the terms and conditions of employment.
- 10.3 Any travel and accommodation expenses of Candidate will be reimbursed to Candidate by LPC and charged to Client. Client is obligated to pay these costs to LPC.

### Article 11. Liability

- 11.1 Client is responsible for both the decision to conclude an employment contract with a Candidate selected by LPC (whether or not through a third party), as well as for the content of that agreement. LPC is therefore in no way whatsoever liable for damage and loss, in the broadest possible sense, which is or will be directly or indirectly caused by the Candidate provided by LPC.
- 11.2 LPC will make an effort to propose a potentially suitable Candidate in a timely manner. LPC does not fail imputably towards Client and is not obligated to reimburse any damages, loss or costs to Client, if LPC, for any reason whatsoever, cannot propose a (suitable) Candidate, or cannot do so in a timely manner.
- 11.3 LPC is never liable, if a Candidate proposed by LPC:
  - does not wish to conclude a working relationship with Client or terminates a concluded

relationship (before the end of the term).

11.4 LPC is not liable for any damages and losses, if Candidates turns out not to comply with the requirements and expectations of Client, except in cases of willful misconduct or gross negligence by LPC. Any liability of LPC is limited to in the provisions set forth in Article 6 of these Terms and Conditions.

## Article 12. Conclusion employment relationship

12.1 For the purpose of part B of these Terms and Conditions a working relationship with a Candidate is meant to be understood as:

- the conclusion of an employment contract, a contractor agreement and/or a contract for the provision of services by Client with a Candidate;
- the Candidate in question being made available by a third party (for example another secondment company);
- the conclusion of an employment relationship by Candidate with a third party, to which Client and that third party are connected in a group (as referred to in Article 2:24b of the Dutch Civil Code) or if it is a subsidiary company of another (as referred to in Article 2:24a of the Dutch Civil Code).

12.2 If Client concludes an working relationship with a Candidate which proposed by LPC to Client within 6 months of this proposal, Client owes in all cases the fee which would have been charged by LPC for the Recruitment & Selection to Client (as referred to in Article 10.1).

## PART C. ASSIGNMENT

### Article 13. Duration & termination of the agreement and the assignment

- 13.1 An Agreement is concluded for a specified period or as open-ended contract. An Agreement for a specified period is the Agreement which is concluded:
- either for a fixed period;
  - or for a definable period;
  - or for a definable period which does not exceed a fixed period.
- 13.2 The Agreement for specified period is terminated by operation of law by the lapse of the agreed upon time or because an objectively definable event determined in advance takes place.
- 13.3 Client is obligated to communicate to LPC in Writing, no later than six weeks before the Agreement is terminated by operation of law, whether Client wishes to conclude a new Agreement. Upon default of communication in Writing in a timely manner of this, the Agreement for specified period is always renewed for the same duration and subject to the same conditions as for which it is concluded.
- 13.4 Termination by notice of termination in the interim period of the Agreement for specified period is not possible, unless agreed upon otherwise in Writing. If a possibility of termination by notice of termination in the interim period is agreed upon, then the notice of termination needs to take place in Writing with due observance of a notice period of 2 months.
- 13.5 An Agreement as open-ended contract is terminated by notice of termination in Writing with due observance of a notice period of 6 months.
- 13.6 Each Agreement is terminated immediately due to notice of termination at the time that one of either Parties terminates the Agreement because:
- the other Party is in default or;
  - the other Party ceases its business operations, reaches a settlement with all its creditors, is dissolved, is being wound up and/or ceases its activities, or;
  - the other Party files for its own bankruptcy, bankruptcy is filed, is declared bankrupt, or has applied for a suspension of payments.
- 13.7 If LPC terminates on account of one of these reasons, then the request of Client to terminate the Assignment is contained within the conduct of Client, on which the termination is based. This does not result in any liability of LPC for the damage and loss which Client suffers as a result. As a result of the termination, all receivables of LPC will be immediately due and payable.
- 13.8 The termination of the Agreement results in the termination of the Assignment. Termination of the Agreement by Client comprises the request of Client to LPC to terminate the ongoing Assignment(s) with effect from the date that the Agreement is or will be legally terminated, or from which the Agreement is or will be legally terminated by notice of termination.
- 13.9 If the agency clause ('uitzendbeding') is validly included in the Employee's employment contract, the Employee's Placement ends at Client's request at the moment Client, for any reason, no longer wishes or is able to engage the Employee. Client shall confirm this request in Writing to LPC upon request. During the Employee's incapacity for work, the Placement cannot end on the basis of the agency clause, and therefore, the employment contract with the Employee also does not end. The termination of the Assignment expressly does not mean the termination of the Agreement.
- 13.10 The Assignment is terminated by operation of law if and as soon as LPC can no longer assign the Employee, because the employment contract of the Employee is terminated and this employment contract is not continued following this for the same Client. In this case, LPC does not fail imputably towards Client and is also not liable for any damage and loss which Client may suffer because of this.
- 13.11 Client must inform LPC in a timely manner regarding the termination or continuation of the Employee's



Placement to allow LPC to fulfill its obligations related to any statutory notice period accurately and completely. If Client fails to meet this obligation, Client shall indemnify LPC against any damages that may arise as a result.

- 13.12 If the agency clause applies between the Employee and LPC, Client is required to notify LPC in writing of the termination of the Placement, if it has lasted more than 26 weeks, at least ten calendar days before the termination. This requirement is irrespective of any notice periods stipulated in the Agreement or the automatic termination of the Agreement (e.g., due to the end of its term). If Client fails to adhere to this notice period, Client shall be liable for, and indemnify LPC against, all (direct and indirect) damages suffered by LPC as a result, including, but not limited to, the salary the Employee would have earned during the unobserved notice period
- 13.13 The previous Articles do not alter the right to invoke art. 6:265 of the Dutch Civil Code. In the event of dissolution of an Agreement it applies that all which is already paid pursuant to the Agreement cannot be reclaimed as obligation to undo.
- 13.14 Termination of an Agreement has no consequences for any other Agreements between LPC and Client.

#### Article 14. Information obligation Client

- 14.1 Client acknowledges that an adequate execution of the Agreement by LPC is generally dependent on the correct and timely supply of documents and data of Client, in particular pertaining to the determination of the User Company Remuneration as well as the information pertaining to the employment history of the Employee with Client. In this context, Client is required to share the aforementioned information with LPC in a manner determined by LPC. The method by which LPC requests this information from Client may change from time to time. LPC will ensure that Client is promptly informed of the method for sharing the information with LPC. In order for the execution of the Agreement to proceed as much as possible according to the time schedule, Client therefore provides all necessities to LPC in a timely manner and Client performs all actions which LPC needs in a timely manner for the execution of the Agreement, or of which Client should reasonably understand that these are necessary for the execution of the Agreement, including - but expressly not limited to - all information which may affect the Services.
- 14.2 Client needs to inform LPC upon conclusion of the Agreement regarding any business closures and collectively mandated days off during the duration of the Agreement, to ensure that LPC can include this circumstance, if possible, in the employment contract with the Employee. If an intention to determine a business closure and/or collectively mandated days off becomes known after the conclusion of the Agreement, Client needs to inform LPC of this immediately after this becomes known. If Client fails to inform LPC in a timely manner, Client is obligated to pay the Principal's Rate in full to LPC for the duration of the business closure on the number of hours and overtime per period applicable or customary pursuant to the Agreement and Terms and Conditions.
- 14.3 Client guarantees the correctness, completeness, reliability, soundness and lawfulness of the actions performed by or on behalf of Client and information provided to LPC. Client also guarantees that Client has provided or has performed all essential necessities and actions as referred to in paragraph 1 and 2 of this Article for the design and execution of the Agreement.
- 14.4 Client acknowledges that the agreements between Client and LPC (and the execution of the Services) are based on the assumption that a regular temporary employment agency contract as referred to in art. 7:690 exists between the Employee(s) and LPC, this not being a payroll agreement as referred to in art. 7:692 of the Dutch Civil Code. If it turns out that, because of incorrect or incomplete information of Client, there is still a payroll agreement as referred to in art. 7:692 of the Dutch Civil Code between LPC and the Employee(s), then

Client is liable for - and indemnifies LPC against - all (direct and indirect) damage and loss (including but not limited to owed wage, premiums, taxes and all costs including the actual costs of legal assistance) which LPC suffers, which is the result of this (re)qualification. This damage and loss will be recovered from Client retroactively. In addition, the Hiring Rate is adjusted accordingly (retroactively), that is to say with due observance of all (cost-increasing) rules which apply pertaining to the payroll agreement.

- 14.5 All information which is relevant for the qualification of the employment contract needs to be reported to LPC by Client in Writing - before LPC concludes an employment contract with the Employee. Client is liable for all costs (including legal costs) and damage and loss which LPC suffers, because Client has not paid or has not fully complied with the previous information obligation.
- 14.6 Client informs LPC in a timely manner and, in any case, immediately upon becoming aware of changes in the User Company Remuneration and of determined initial pay rises.
- 14.7 The execution of the Agreement does not commence before Client has complied with aforementioned information obligation and/or obligation to supply. If the information required for the execution of the Agreement has not been provided to LPC in a timely manner, or the necessary actions have not been performed in a timely manner, then LPC has the right to suspend the Agreement until all information has been provided or supplied by Client, or LPC has the right to perform actions or have them performed which ensure that LPC disposes of the previously specified necessities for the benefit of the execution of the Agreement for which the costs to incur by LPC are at the expense and risk of Client.
- 14.8 If the Agreement can no longer be executed within the agreed upon period, because the information required for the execution of the Agreement is not provided to LPC in a timely manner, then LPC has the right to terminate the Agreement with immediate effect, without being obligated to reimburse any damage and loss on the side of Client. The extra hours spent by LPC and/or extra costs as well as other damage and loss of LPC which is or would arise because Client has not complied with the information obligation stipulated in this Article is at the expense of Client in accordance with the rates customary at that time.
- 14.9 Client is liable for, and indemnifies LPC against, any damages suffered by LPC and/or the Employee (with LPC not being liable for Client's damages) resulting from the incorrect application of the Temporary Agency Workers' Pay if such pay was determined based on incorrect or incomplete information provided by Client to LPC. Client is also responsible for all costs (including legal costs) and damages incurred by LPC due to Client's failure to fully comply with the information obligations outlined in this Article and in Article 15.1.

## Article 15. Working procedure

- 15.1 Client must provide LPC, before the start of the Agreement and/or Placement, and subsequently twice a year, with an accurate description of the job, job requirements, (reference) working hours and days, duration of employment, tasks, workplace, working conditions, and the intended duration of the Placement. Client must also inform LPC about whether the Employee's working pattern is predictable or unpredictable, as defined in Article 7:655(1)(i) of the Dutch Civil Code. LPC makes the determination on the basis of information provided by Client and the capacities, knowledge and skills known to LPC of the (candidate) Employee(s) considered for Assignment, and this (candidate) Employee is nominated to Client for the execution of the Agreement. LPC is solely obligated to make reasonable efforts in this respect. Client is entitled to reject the nominated (candidate) Employee, resulting in the failure of the Assignment of the nominated (candidate) Employee.
- 15.2 If and when Client has communicated to LPC which days and times the Employee is called up to come work, and these days and/or times are changed, Client is obligated to communicate this to LPC immediately. In addition, the obligations as set out in the Article "*Special minimum payment obligations*" apply.
- 15.3 If an Employee is assigned to Client with an employment contract which cannot be qualified as an on-call

contract (as referred to in art. 7:628a of the Dutch Civil Code), then that Employee prevails in the planning with Client over one who does have an on-call contract.

- 15.4 In order to prevent the making of unlawful distinction, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever, requirements not relevant to the position may not be set by Client upon providing the information with regards to the assigned work and may also not be considered by LPC.
- 15.5 LPC does not fail towards Client and is not obligated to reimburse any damage and loss, if the contacts between Client and LPC prior to a possible Agreement, including a concrete request of Client to assign an Employee, for whatever reason does not result in the actual Assignment of an Employee, or not within the period desired by Client.
- 15.6 LPC is not liable for any damage and loss as a result of deploying Employees which turn out not to meet the requirements set by Client, unless Client submits a complaint in Writing in the matter to LPC within a reasonable period after commencement of the Assignment and proves that there is a case of intent or deliberate recklessness of LPC with the selection.

#### Article 16. Position & remuneration

- 16.1 The remuneration of the Employee, which also includes any allowances and expense allowances, is determined in accordance with the CLA (which also includes the provisions pertaining to the User Company Remuneration) and the applicable laws and legislation, as such on the basis of the information provided by Client to LPC about the position, working hours, length of the working week and duration.
- 16.2 If at any time it becomes evident that the job description and corresponding classification do not match the actual position held by the Employee (or if Client has not informed LPC of the policy referred to in paragraph 3 below), Client must promptly provide LPC with the correct job description and classification. The Employee's remuneration will then be recalculated based on the new job description and/or classification. The job description, classification, and/or remuneration can be adjusted during the Agreement if the Employee reasonably claims such adjustments based on applicable laws, regulations, the ABU CLA, and/or the hirer's remuneration. If the adjustment results in higher remuneration, LPC will accordingly adjust both the Employee's remuneration and the Principal's Rate. Client owes LPC the corrected fee (retroactively) from the point at which the Employee is entitled to the higher classification/remuneration.
- 16.3 If Client's policy for periodic wages involves determining the classification based on work experience at the start of employment, this policy applies to the Employee as well. Client must inform LPC of such a policy to ensure it is considered in the classification. If Client does not account for relevant work experience in the classification, LPC will still consider it for the Employee as per the ABU CLA. Since the Employee cannot be classified at the lowest level of the applicable scale, Client is required to assist in determining a classification and level that reflects the Employee's relevant work experience. This may involve participating in discussions between LPC, Client, and the Employee. LPC will take into account the Employee's education, work experience, and competencies provided by the Employee when determining relevant work experience. If it is later found that the classification was incorrect, LPC has the right to adjust the remuneration and the Principal's Rate retroactively and charge Client accordingly. LPC may also invoice Client for any underpayment and associated costs incurred.
- 16.4 LPC is obligated to use at least the previous classification for the Employee if the Employee returns to the same client, or to a client within the same sector in a similar position, or under successive employment. If the return is within nine months, the Employee is also entitled to a step increase if such an increase would have

been granted during the interruption period and was not received due to the break. Client must adhere to these rules or, in advance, agree to the classification and corresponding fee set by LPC.

- 16.5 Client must promptly cooperate with LPC's request for an explanation regarding the Employee's classification.
- 16.6 For periodic salary increases for the Employee (and adjustments to the Principal's Rate as described in Article 17.4 of these General Terms and Conditions), Client acknowledges and agrees to the following:
- Periodic salary increases will be granted in the same manner as they are by Client.
  - If a periodic increase is contingent on the Employee's performance review, the Employee will receive the increase unless Client can demonstrate to LPC's satisfaction that the Employee would not have received it according to Client's procedures. If Client fails to provide such proof, LPC may grant the increase. Additionally, if no review is conducted or is delayed, LPC may grant a periodic increase that is commonly applied at Client.
  - The Employee must not miss out on a periodic increase due to changing clients. In such cases, LPC will consider relevant work experience with previous clients in similar roles when granting periodic increases during subsequent placements, even if this is not Client's usual practice.
- 16.7 If the Employee cannot be classified under the ABU CLA or if there are no employees at Client in similar or equivalent roles, LPC will determine the Employee's remuneration based on discussions with the Employee and, if applicable, Client. This assessment will include evaluating the necessary skills, responsibilities, experience, and educational level for the role. Client must cooperate with these discussions upon LPC's request and provide all information deemed necessary by LPC to determine the correct remuneration.
- 16.8 If circumstances arise that require the Employee (in deviation of paragraph 7 of this Article) to be remunerated according to the hirer's remuneration or if there are employees at Client in similar or equivalent positions, Client must inform LPC promptly, and immediately upon discovering such circumstances. The Employee's remuneration and Principal's Rate will be adjusted accordingly, as outlined in paragraph 2 of this Article.
- 16.9 All components of the hirer's remuneration (as detailed in Article 1 of these General Terms and Conditions and the ABU CLA) will be billed to Client, including any employer contributions owed by LPC. Client should note that, in addition to the applicable Cao, any additional remuneration elements granted by Client to its employees beyond or instead of the Cao are also relevant for determining the hirer's remuneration. These components are part of the hirer's remuneration, which LPC is obligated to provide to the Employee, and will be charged to Client accordingly.

## Article 17. Principal's Rate

- 17.1 The remuneration owed by Client to LPC is calculated by multiplying the agreed upon Principal's Rate with the hours worked by the Employee or (if this number is higher) the hours to which LPC is eligible pursuant to the Agreement and/or the Terms and Conditions. Hours are rounded up per quarter-hour. Any waiting time during which the Employee is required to be available, is considered as working time. (Hourly) surcharges are calculated on top of Principal's Rate (including but not limited to allowances for overtime, public holidays and irregular hours) and increased with the expense allowance and other allowances to which the Employee may be eligible (taking into account the provisions of Article 16.9). VAT is charged on the total fee to be paid by Client to LPC.
- 17.2 Unless agreed upon otherwise in writing, the fee to be paid by Client to LPC is increased with the transition payment owed to the Employee and/or reimbursement due to not (entirely) observing the notice period, to

the extent that Employee may be eligible to this pursuant to what is stipulated in Articles 7:673 and 7:668 of the Dutch Civil Code. These reimbursements will be charged to the Client in question by LPC on one-to-one basis.

- 17.3 Client is also required to pay the Principal's Rate for hours during which the Employee is unable to perform work due to unworkable weather conditions. If Client can invoke the government-established 'Unworkable Weather Scheme' in this case, LPC may choose to apply this scheme as well, in accordance with the conditions set out in the applicable Collective Labor Agreement.
- 17.4 If at any point the Employee's working hours need to be adjusted upward due to the mandatory offer accepted by the Employee from LPC (pursuant to Article 7:628a paragraph 5 of the Dutch Civil Code), Client will owe the Principal's Rate for the adjusted number of hours from the moment LPC is required to continue paying the Employee for these hours.
- 17.5 If at any point the Hirer's Remuneration has to be applied or increased - or if the elements of the Hirer's Remuneration in the Collective Labor Agreement are adjusted/expanded - LPC determines the remuneration of the Employee and the Principal's Rate again from the moment the Hirer's Remuneration changes (retroactively if necessary) on the basis of information provided by Client with regard to the job classification and User Company Remuneration. All elements of the the Hirer's Remuneration applicable at Client will be included in the Employee's remuneration and the Principal's Rate. Client is liable for any (changed) surcharges, (expense) reimbursements, payments, and other elements of the Hirer's Remuneration on a one-to-one basis with LPC, in the same manner (and from the same moment) as LPC is liable to the Employee. In the case of a gross payment/compensation/etc., LPC is also permitted to pass on the associated employer's costs to Client on a one-to-one basis. If the Employee is entitled to a (initial) pay increase with retroactive effect, LPC is likewise allowed to retroactively adjust the Principal's Rate accordingly and charge Client.
- 17.6 In addition to the cases mentioned above, LPC is also entitled to adjust the Principal's Rate during the term of the Agreement, if the costs of the temporary agency work increase:
- as a result of changes to the ABU-CLA or of the wages provided for therein (including the elements of the Hirer's Remuneration) or amendment of the CLA applicable at Client and/or terms and conditions of employment or the wages regulated therein;
  - as a result of changes in or due to legislation, including changes in or due to the social and fiscal legislation, the ABU-CLA or any binding regulations;
  - as a result of a (periodic) wage increases and/or a (one-off) mandatory payment, following from the ABU-CLA, the collective labour agreement applicable at Client and/or terms and conditions of employment applicable at Client and/or legislation;
  - as a result of requalification of the employment contract between LPC and the Employee.
- 17.7 If Client does not agree to payment of the adjusted Principal's Rate, this will be considered a request of Client to terminate the Assignment. The Assignment nevertheless only terminates at the time that the employment contract of the Employee can be terminated in a legally valid manner. Up to the date of termination of the employment contract Client owes the Principal's Rate.
- 17.8 Any adjustment of the Principal's Rate will be communicated to Client by LPC as soon as possible and confirmed to Client in Writing.
- 17.9 If the remuneration and/or the Principal's Rate is determined too low for any reason attributable to Client, LPC is also entitled to determine the remuneration and the Principal's Rate with retroactive effect and to adjust and charge the Principal's Rate accordingly. LPC may also charge costs to Client which are incurred by LPC as a result of this.
- 17.10 On January 1st of each year, LPC is entitled to unilaterally increase the Principal's Rate by at least an inflation



adjustment, as reflected in the Services Price Index (DPI) published by Statistics Netherlands (CBS) for the preceding year. LPC will notify Principal of this increase in the Principal's Rate as soon as possible.

## Article 18. Invoicing and time accounting

- 18.1 Client ensures a correct and complete time accounting and is obligated to see to it or ensure, that the data of the Employee included therein is specified correctly and truthfully, such as: name of the Employee, the number of worked hours, overtime, irregular hours, hours worked under physically taxing conditions and shiftwork hours, the other hours on which the Principal's Rate is owed pursuant to the Agreement and the Conditions, any allowances and any actually incurred expenses.
- 18.2 Unless agreed upon otherwise in Writing, the time accounting takes place by means of an electronic online time-recording system, for which the Employee fills in the worked hours and these need to be approved by Client. Client is obligated to ensure that LPC has the time accounting at its disposal in a timely manner.
- 18.3 Regardless of the method of time accounting, Client is - unless agreed upon otherwise - obligated to provide the correct, complete time accounting approved by Client to LPC, as soon as possible, but certainly before 12.00 o'clock on the Tuesday following the week worked by the Employee. If the draft time accounting - for reasons which are not attributable to Client - are provided to Client later than previously referred to time by the Employee, then Client ensures that the time accounting is provided to LPC immediately, after it has been made available to Client and checked and, if necessary, corrected and/or approved.
- 18.4 LPC invoices at least on the basis of the number of hours agreed upon in the Agreement that the Employee is made available to Client. Client is also responsible for paying the Principal's Rate for any hours during which the Employee is unable to perform his or her duties due to circumstances that, if Client were the direct employer, would reasonably be deemed Client's responsibility under Article 7:628 of the Dutch Civil Code.
- 18.5 If the time accounting shows that the Employee is assigned to more hours to Client than agreed upon in the Agreement, then these hours will be charged to Client with the first invoice.
- 18.6 If the Employee disputes the information recorded in the time accounting, LPC has the right to determine the worked hours based on the Employee's submission, unless Client can prove that its reported data is accurate. Client must provide LPC with access to the original time records and a copy of these records upon request.

## Article 19. Special minimum payment obligations

- 19.1 Client is - without prejudice to the other obligations of Client towards LPC - at least obligated to pay the Principal's Rate calculated on three worked hours to LPC if:
- the Employee reports to the agreed upon time and location for the performance of the temporary agency work, but is not enabled to start the temporary agency work by Client, or;
  - Client enables the Employee to perform the temporary agency work for less than three hours.
- 19.2 In addition, Client is obligated - without prejudice to the other obligations of Client towards LPC - to pay the full Principal's Rate for the hours during which the Employee is eligible to wages under Article 7:628a paragraph 3 of the Dutch Civil Code if the call to work is withdrawn or amended by Client.

## Article 20. Employee Transfer by Client

- 20.1 For the provisions in this Article, concluding an employment relationship with an Employee is meant to be understood as:

- the conclusion of an employment contract, a contractor agreement and/or a contract for the provision of services by Client with an Employee;
  - enabling the Employee in question to be assigned by a third party (for example another secondment company);
  - the conclusion of an employment relationship by the Employee with a third party, to which Client and that third party are connected in a group (as referred to in Article 2:24b of the Dutch Civil Code) or if it is a subsidiary company of another (as referred to in Article 2:24a of the Dutch Civil Code).
- 20.2 For the provisions in this Article, Employee is also meant to be understood as:
- the (prospective) Employee who is registered with LPC;
  - the (prospective) Employee who is proposed or introduced to the Client.
  - the Employee whose Placement ended less than six months before entering into an working relationship with Client.
- 20.3 The Employee whose Assignment for concluding the employment relationship with Client is terminated. Client is solely entitled to conclude an employment relationship with an Employee if and to the extent that what is stipulated in this Article is complied with.
- 20.4 Client will not conclude an employment relationship with the Employee if and to the extent that the employment contract of the Employee with LPC is not terminated in a legally valid manner and if and to the extent that Client may not terminate or has not terminated the Agreement with LPC in a legally valid manner.
- 20.5 Client informs LPC in writing and as soon as possible about its intention to conclude an employment relationship with the Employee, before proceeding to carry out that intention. The Agreement will be terminated by Client with due observance of these Terms and Conditions.
- 20.6 If an Employee is introduced to a (potential) Client by LPC and Client subsequently engages the Employee, either directly or through intermediaries, for the same or a different position, Client shall owe LPC a non-negotiable, immediately payable fee. This fee is either 25% of the Principal's Rate LPC would have charged for the Employee's services based on 2,080 hours or 25% of the Employee's gross annual salary (including 8% holiday pay and other benefits) applicable upon direct employment with Client. LPC may choose between these methods and invoice the corresponding amount to Client, with a minimum fee of €15,000. This obligation remains regardless of whether Client already knew the Employee or the manner in which LPC introduced the Employee to Client.
- 20.7 If Client enters into an employment relationship with an Employee who has been made available to them under an Agreement, either fixed-term or indefinite, before the Employee has completed 2,080 paid hours with Client, Client shall owe LPC a non-negotiable, immediately payable fee. This fee is 25% of the most recent Principal's Rate for 2.080 hours, minus the hours already paid by Client for the Employee under the Agreement. This applies whether Client approached the Employee directly or through intermediaries, or if the Employee applied to Client directly or through intermediaries.
- 20.8 If Client concludes an employment relationship with the Employee within six (6) months after their Assignment (regardless of whether this was based on an Agreement for specified period or open-ended period) to Client is terminated, Client owes a directly payable and non-offsettable fee of 25% of the Principal's Rate, which would have been applicable for the Employee in question on a period of 2.080 paid hours less the - on the basis of the terminated Agreement - hours already paid by Client for the Employee. This applies both in the case that Client has contacted the Employee for this directly or through third parties and whenever the Employee has applied to Client directly or through third parties.
- 20.9 If the Employee is employed (or would be employed) in a role other than a technical role or a so-called 'white collar' position, then the number of hours mentioned in this Article is adjusted to 1,500 hours instead of 2,080

hours.

## Article 21. Privacy and record-keeping

- 21.1 In accordance with applicable laws and regulations, Client is required to verify the Employee's identity at the start of the Assignment, using an original identity document that specifies the Employee's nationality. This document must be thoroughly inspected for authenticity and validity. Additionally, Client must fulfill all relevant administrative and record-keeping obligations.
- 21.2 Client treats the personal information of the Employee that Client has learned about in the context of the Assignment with confidentiality and processes this in accordance with the provisions of the applicable privacy regulations and legislation.
- 21.3 Client to whom a foreign national as referred to in the Foreign Nationals (Employment) Act is assigned by LPC, expressly states to be aware of Article 15 of this Act, which comprises, among other things, that Client needs to receive a copy of the document of the foreign national, as referred to in Article 1 of the Compulsory Identification Act, from the foreign national, upon commencement of the work. Client is responsible for a careful check of the aforementioned document and determines the identity of the foreign national on the basis of this and includes a copy of the document in the administration of Client. LPC is not responsible or liable for any penalty which is imposed to Client in the context of the Foreign Nationals (Employment) Act.
- 21.4 Client states to be expressly aware of the applicable laws and legislation pertaining to the processing of personal information. Client will only use the personal information received through LPC for the purpose for which it was received, not store it for longer than permitted in accordance with laws and legislation and will ensure adequate security of this personal information. If Client decides not to hire a proposed Employee, Client shall destroy the personal data provided by LPC within one week.
- 21.5 LPC is not liable for penalties or receivables which are imposed on Client, because Client has not complied with the obligations as specified in this Article.
- 21.6 Client will indemnify LPC at all times for imposed penalties to and claims towards LPC for the failure of complying with the obligations specified in this Article by Client.

## Article 22. Length of the working week and working hours

- 22.1 The working hours of the Employee with Client are agreed upon prior to the Assignment. The working hours, the length of the working week, breaks and rest periods of the Employee are equal to the times and hours customary for Client, unless agreed upon otherwise. Client guarantees that the length of the working week and the rest periods and working hours of the Employee comply with the legal requirements. Client ensures that the Employee does not exceed the legally permissible working hours and the agreed upon hours of work.
- 22.2 Holiday and leave of the Employee are provided for in accordance with the law and the CLA.

## Article 23. Working conditions and tools

- 23.1 Client states to be aware of the fact that Client is considered as employer in the Working Conditions Act.
- 23.2 Client is liable towards the Employee and LPC for the compliance to obligations following from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related legislation, in the area of security at the workplace and good working conditions in general.
- 23.3 Client is required, under the same conditions that apply to its own staff, and at its own expense, to provide the Employee with job-related tools if these are necessary for performing the work at Client's premises (for

- example, for safe and healthy working conditions). This explicitly includes personal protective equipment (Dutch: persoonlijke beschermingsmiddelen).
- 23.4 Client is obligated to provide information in Writing to the Employee and to LPC in a timely manner, in any case one working day prior to commencement of the work activities, about the required professional qualifications and the specific characteristics of the job to be taken up.
- 23.5 Client gives the Employee active information pertaining to the Risk Identification and Evaluation (RIE) used within the company.
- 23.6 If an accident at work or occupational disease happens to the Employee, then Client will, if required to do so by law, immediately inform the competent authorities of this and ensure that a report is made of this in writing immediately. In the report the circumstances of the accident are recorded in such a manner, that it may be drawn up from it with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or occupational disease. Client informs LPC as soon as possible about the accident at work or the occupational disease and submits a copy of the drawn up report.
- 23.7 Client will compensate the Employee for - and indemnify LPC against - all damages and losses (including the actual costs of legal assistance) that the Employee incurs in the course of performing their duties, insofar as Client and/or LPC is liable for such damages and losses pursuant to Article 7:658 and/or Article 7:611 and/or Article 6:162 of the Dutch Civil Code and/or any other statutory (liability) provision. The phrase "incurred by the Employee in the course of performing their duties" explicitly includes damages sustained by the Employee during their commute.
- 23.8 If the accident at work results in the death of the Employee, Client is obligated to reimburse damage and loss (including costs that include the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons specified in that Article and indemnify LPC against all damages and losses (including the actual costs of legal assistance) for which it is held liable.
- 23.9 LPC is not liable towards Client for obligations which Employees have concluded with or those arisen before them towards Client or third parties, whether or not with permission of Client or those third parties.
- 23.10 Client indemnifies LPC for any liability (including costs that include the actual costs of legal assistance) of LPC as employer of the Employee - directly or indirectly - pertaining to the damage, loss and obligations referred to in this Article.
- 23.11 Client will ensure sufficient insurance against liability pursuant to what is stipulated in this Article.  
Client provides proof of insurance to LPC upon first request of LPC.

## Article 24. Good exercise of direction and supervision

- 24.1 Client will act in the same careful manner towards the Employee for the execution of the direction or the supervision as well as pertaining to the execution of the work as Client would be obligated to towards the own employees.
- 24.2 With the exception of express prior permission of LPC, Client is not permitted to assign the Employee in turn to a third party; that is to say assign the Employee to a third party for the performance of work activities under the direction or supervision of this third party. Assigning the Employee to a third party is also meant to be understood as assigning the Employee by Client to a (legal) entity with whom Client is connected in a group (of companies).
- 24.3 Client may only put the Employee to work in deviation of what is stipulated in the Agreement and Terms and Conditions, if LPC and the Employee have expressly agreed to this in Writing in advance.
- 24.4 Employment of the Employee abroad by a Client located in the Netherlands is only possible for a specified

period, subject to the conditions that Client has organised direction and supervision and if the assignment is agreed upon in Writing with LPC and the Employee.

- 24.5 Client will compensate the Employee for - and indemnify LPC against - the damages and losses which the Employee incurs because a belonging of the Employee, which is used in the context of the assigned work activities, is damaged or lost.
- 24.6 Client will, to the extent possible, ensure sufficient insurance for liability pursuant to what is stipulated in this Article. Client provides a proof of insurance to LPC upon request of LPC.

### Article 25. Goods to Employee

- 24.7 Client is not allowed to make goods available to Employee without permission in Writing from LPC, which may also be used for private purposes by Employee, including - but not limited to - a (lease) car, laptop or telephone. LPC may impose further conditions to the permission and Client is obligated to execute these conditions.
- 24.8 If Client acts in violation with what is stipulated in paragraph 1 of this Article, Client is obligated to reimburse the damage and loss which LPC suffers as a result to LPC. Client indemnifies LPC in the matter.

### Article 26. Replacement, availability and reintegration

- 26.1 Employees are not assigned to Client exclusively. LPC is permitted to (re)assign the Employee to another client without Client's consent. LPC is entitled to make a proposal to Client to replace an assigned Employee by another Employee, under continuation of the Agreement, among other things, with a view to the company policy or personnel policy of LPC, preservation of employment or compliance with applicable laws and legislation, in particular the applicable CLA and applicable rules and guidelines of dismissal. Client will only reject such a proposal on reasonable grounds. Client will shall provide a writing justification for any rejection upon request.
- 26.2 LPC shall not be in breach of its obligations towards Client and is liable for any damage, losses or costs to Client, if LPC, for any reason whatsoever, cannot (or can no longer) assign a (replacement) Employee, that is not (or no longer) in the manner and to the extent as agreed upon with the Agreement or agreed upon afterwards.
- 26.3 Client is obliged, upon LPC's first request, to cooperate in the reintegration of the assigned Employee if he/she is unfit for work. This includes, but is not limited to, the obligation to allow the Employee to undertake reintegration activities in a modified role or for an adjusted number of hours. If Client fails to provide sufficient cooperation, Client shall continue to pay the Principal's Rate for the hours the Employee is entitled to wage payment from LPC, expressly deviating from the provisions in the Agreement.

### Article 27. Right of suspension

- 27.1 If LPC is temporarily prevented from performing its obligations because of circumstances that are not contingent upon the will of LPC then LPC is entitled to suspend the execution of the agreement for the duration of the impediment. Any payment securities provided by or on behalf of Client need to be renewed accordingly.
- 27.2 If LPC is permanently prevented from performing its obligations due to circumstances, arisen as referred to previously in paragraph 1, then each of Parties is entitled to dissolve the Agreement in whole or in part. The circumstances as referred to above are meant to be include, but not solely limited to, war, war risk, riot, acts of war, fire, water damage, flood, industrial action, factory occupation, exclusion, import and export restrictions, government measures, machine failure, failures in the supply of power and disruption of

operations.

- 27.3 Client is not entitled to temporarily suspend its obligations (including the Assignment of the Employee) either wholly or partially.
- 27.4 If Client is not entitled to temporarily suspend the employment, but Client has no work for the Employee or cannot employ the Employee, Client is required to continue paying LPC the Client rate for the duration of the Agreement based on the last applicable or customary number of hours and overtime per period (week, month, etc.) under the Agreement.

## Article 28. Prohibitions distinction and treatment Employee

- 28.1 Client and LPC will not make any prohibited distinction, not on the basis of religion, personal beliefs, political affinity, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any reason whatsoever. Client and LPC will solely set requirements relevant for the position or take requirements into consideration for the provision or execution of the Agreement and for the selection and the treatment of the Employees.
- 28.2 Client is aware of the Whistleblowers Protection Act (Dutch: 'Wet bescherming klokkenluiders') and guarantees that the Employee gets access to the whistleblowers' regulations in the same way as the own personnel if Client has such regulations or if this applies.
- 28.3 If Client has a complaints procedure pertaining to the treatment of employees, then Client will safeguard that the Employee gets access to this complaints procedure in the same way as the own personnel. This only concerns complaints which do not concern the employment practice of LPC, all to the extent that no legal obligations otherwise exist.

## Article 29. Participation in decision-making

- 29.1 Client is obligated to give the Employee, who is a member of the works council of LPC or of the works council of Client, the opportunity to exercise the powers of participation in decision-making in accordance with laws and legislation.
- 29.2 If the Employee exercises participation in decision-making in the company of Client, Client also owes the Principal's Rate on the hours in which the Employee performs work activities during working hours or attends a training in relation to the exercising of participation in decision-making.
- 29.3 Client states to be aware with the disclosure obligations pursuant to the Works Councils Act (hereinafter: WOR) in relation to the (expected) deployment of Employees in the company. If and to the extent that Client for the compliance to these disclosure obligations wishes to base themselves on data provided or to be provided by LPC, this provision of data will not go beyond what is required by virtue of the WOR.

## Article 30. Obligations pertaining to the Placement of Personnel by Intermediaries Act

- 30.1 Client states to be expressly aware of the obligations applicable to Client following from the Placement of Personnel by Intermediaries Act, including - but expressly not limited to:
- Article 8b of the Placement of Personnel by Intermediaries Act: Client ensures that the Employees have equal access to the company facilities or services in the company, especially canteens, day nursery and transportation facilities, just like the employees, who are in service of the company working in equal or equivalent positions, unless the difference in treatment is justified for objective reasons;
  - Article 8c of the Placement of Personnel by Intermediaries Act: Client ensures that vacancies arisen

within the company are notified in a clear and timely manner to the Employees, so that these have the same opportunities for an employment contract for an open-ended period as the employees of the company of Client;

- Article 10 of the Placement of Personnel by Intermediaries Act: Client will inform LPC in a timely and complete manner about the intention, commencement, continuation or termination of group actions organised or unorganised by the trade unions, including - but not limited to - an industrial action, exclusion or factory or office sit-in. Client will, in the execution of the direction and supervision of the Employee, expressly not provide assignments to the Employee which would result in the violation of Article 10 of the Placement of Personnel by Intermediaries Act.
- Article 12a of the Placement of Personnel by Intermediaries Act: Client provides information in Writing or electronically about the terms and conditions of employment applicable with Client in the context of Articles 8/8a of the Placement of Personnel by Intermediaries Act prior to commencement of the Assignment.

### Article 31. Obligations and liability Client

- 31.1 Client is liable for any damages suffered by LPC, the Employee, and/or third parties as a result of the actions and/or omissions of the Employee. LPC is not liable for any damages or losses incurred by Client due to the actions and/or omissions of the Employee. Client indemnifies LPC against any liability (including the actual legal assistance costs) - whether direct, indirect, or under Article 6:170 of the Dutch Civil Code - related to the damages and/or losses referred to in this paragraph. Client is obligated to ensure sufficient insurance to cover the liability specified in this Article. Client needs to submit a copy of the policy schedule to LPC upon first request.

### Article 32. Intellectual and industrial property

- 32.1 LPC will ensure that Employee signs a statement in writing, upon request of Client, in order to effectuate or promote, to the extent necessary and possible, that all rights of intellectual and industrial property on the results of the work activities of the Employee, accrue to or are or will be transferred to Client. If, in relation to this, LPC owes a reimbursement to the Employee or otherwise needs to incur costs, Client owes an equal reimbursement or equal costs to LPC.
- 32.2 Client is at liberty to conclude an agreement with the Employee directly or submit a statement for signing to the Employee pertaining to the intellectual and industrial property rights referred to in paragraph 1 of this Article. Client informs LPC about its intention to do so and provides a copy of the agreement/statement drawn up for the matter to LPC.
- 32.3 LPC is not liable towards Client for a penalty or incremental penalty payment which the Employee forfeits or any damage and loss of Client as a result of the fact that Employee invokes any right of intellectual and/or industrial property.