

Supplemental terms and conditions Governing Hiring (AVI-12-01)



Article 0 Definitions

- Hiring:** The performance of work by the Contractor or the Personnel under the supervision and management or direction of the Client.
- Personnel:** Any and all natural persons, regardless of whether they are employed by the Contractor, who the Contractor deploys, in the broadest sense of the word, in connection with the performance of the Agreement, including 'flexible workers'.
- Screening:** The testing of the integrity, quality and expertise of the Contractor or the Personnel.

Article 1 The Contractor's and the Client's obligations

- 1.1 The Contractor will comply with its obligations pursuant to the Agreement in close collaboration with the Client. The Contractor will always fully and correctly inform the Client regarding the work that has been and has yet to be performed for the Client.
- 1.2 The Contractor warrants the quality, integrity, expertise and conduct of the Personnel who are charged on behalf of or by the Contractor with its complying with its obligations pursuant to the Agreement. The Contractor warrants that the Personnel who are charged with complying with its obligations pursuant to the Agreement will disrupt the Client's business operations as little as possible and that they will respect and act in accordance with the Client's internal rules.
- 1.3 The Contractor warrants that when it performs the work on the ground of the Agreement it will use only Personnel in respect of whom there is no doubt about their integrity.
- 1.4 In the event that after the Agreement is concluded the Client lays down further procedures in order to determine the integrity of the persons who work for the Client or in the event that the Client attaches further conditions in respect of the integrity of persons who work at the Client, the Contractor will be obliged to cooperate with the implementation of such procedures and to comply with the further conditions to be stipulated by the Client. The Client will notify the Contractor immediately in writing in the event of procedures (or imminent procedures) or further conditions.
- 1.5 In the context of its supervision or management, and with respect to the performance of the work, the Client will act towards the Contractor or Personnel with the same due care that it is required to apply towards its own employees. The Client, in turn, will not 'lend' the Personnel to a third party, which includes a natural person with whom or a legal entity with which the Client is affiliated in a group.
- 1.6 The Client declares that it is aware of the fact that it is responsible towards the Contractor or the Personnel for compliance with the obligations that ensue from Article 7:658 of the Dutch Civil Code (Burgerlijk Wetboek), the Dutch Working Conditions Act (Arbeidsomstandighedenwet) and the related rules and regulations in respect of safety at the workplace and good working conditions in general.

Article 2 Hiring

- 2.1 When it offers a candidate to be deployed at the Client, the Contractor will inform the Client regarding the qualifications of the Personnel. The Client will be entitled to refuse to have certain Personnel deployed.
- 2.2 The Contractor guarantees that the service will be provided by Personnel who have the required education and training, knowledge and experience. The Contractor will also ensure that during the course of the project the Personnel will be available and will have adequate time to perform the agreed work.
- 2.3 The Contractor will not make the Personnel available to the Client in the event that the Contractor knows or should know that that third party or those third parties or the Personnel is/are insufficiently reliable to perform work for the Client.
- 2.4 Immediately at the Client's request, and in any event within one day before the work commences, the Contractor will submit to the Client a Certificate of Good Conduct in respect of the Contractor or the Personnel, unless the parties have explicitly agreed otherwise in writing.
- 2.5 If and insofar as the parties have so agreed in the Agreement, the Contractor or the Personnel's expertise and reliability will be tested by means of Screening.
- 2.6 The Contractor will fully cooperate with the procedures that apply within the Client's business in that respect and will ensure that the Personnel also cooperate in that context.
- 2.7 In the event that the Screening procedure for the Contractor or the Personnel is not concluded, is not concluded in a timely manner, is not concluded satisfactorily or the outcome is not positive, to be determined by the Client, the Client may decide to terminate the Agreement.
- 2.8 In the event that, as indicated in the preceding subsection of this Article, the Contractor decides to terminate the deployment or decides not to hire the Contractor or the Personnel, under no circumstances will the Contractor be entitled to any financial or other compensation.

Article 3 Replacement of Personnel

- 3.1 Except as provided for in subsection 3 of this Article, the Contractor will replace the Personnel only if that is unavoidable, for example in the event of long-term illness, death, maternity leave or dismissal. Personnel may be replaced only after the Client has granted written approval of the new Personnel to be deployed.
- 3.2 In the event that the Contractor is unable to provide replacement Personnel immediately after the Personnel to be replaced has ended his work or after the Client has requested a replacement in accordance with the third subsection of this Article, or in the event that the Client is of the opinion that the proposed replacement does not have the required qualifications, the Client will be entitled to dissolve the Agreement effective immediately and to engage another contractor, without the Contractor having any right to compensation. The Contractor will be obliged to render all assistance necessary for the benefit of the person who ultimately takes over the original work.
- 3.3 In the event that the Client is of the opinion that the Personnel does not meet the requirements or does not sufficiently meet the requirements, among other things but not limited to a failure to have the required qualifications, or is unwilling or unable to perform the work properly, or in the Client's opinion such Personnel has acted contrary to the Client's internal rules or rules of conduct or has betrayed the Client's trust, the Client will be entitled to demand that the Contractor replace the Personnel in question. In the event that the Contractor refuses to engage replacement personnel, the Client will be entitled to terminate or dissolve the Agreement effective immediately.
- 3.4 Replacement Personnel's qualifications must be in accordance with the requirements that were originally stipulated.

- 3.5 In the event that replacement Personnel has higher qualifications than the original Personnel, the Client will continue to owe the rate originally agreed.
- 3.6 The costs related to the introductory training of replacement Personnel will be paid by the Contractor.
- 3.7 The days on which Contractor or the Personnel take leave will be determined in consultation with the Client, in which case the Client will be entitled to demand that a temporary replacement be deployed and the provisions stipulated in the other subsections of this Article will continue to apply in full.

Article 4 Acquisition of Personnel

- 4.1 During the term of the Agreement and for a term of one year after it has ended the Contractor will refrain from employing any person who was employed by the Client and is or was directly or indirectly involved in the performance of the Agreement less than one year prior to the termination – in any manner whatsoever – unless the Client has granted explicit permission in writing to do so.
- 4.2 The Contractor guarantees that under no circumstances will the work performed by the Contractor or the Personnel, regardless of the term of the Agreement(s), ever lead to a temporary or permanent employment relationship with the Client and that the Contractor or the Personnel waives any and all rights that could lead to such a relationship, unless the Client has granted explicit permission in writing to do so.

Article 5 Tax

- 5.1 The Contractor declares that it will promptly comply with its obligations towards the Dutch Tax and Customs Administration (Belastingdienst) with respect to matters such as the remittance of turnover tax and statutory payroll tax and social security contributions and it indemnifies the Client against any and all claims and obligations to pay taxes, including statutory payroll tax, and social security contributions that the Contractor owes in respect of services provided to the Client or other internal or external clients as described in this framework agreement.
- 5.2 At the Client's request the Contractor will submit to the Client an audit report drawn up by an authorised, officially recognised Dutch accountant (registeraccountant) with respect to the correctness, completeness and timeliness of the reporting and payment of turnover tax and statutory payroll tax and social security contributions to the Tax and Customs Administration with respect to the statutory and other compliance by the Contractor or the Personnel.
- 5.3 Immediately at the Client's request, within 30 calendar days after the request is made, the Contractor will submit statements that demonstrate that the Contractor has remitted turnover tax and statutory payroll tax and social security contributions fully and in a timely manner for the Contractor or the Personnel. Those statements must be drawn up by the relevant Tax and Customs Administration and certified as originals.
- 5.4 The Client will be entitled to terminate this Agreement in writing, effective immediately, without any judicial intervention and without owing any compensation for costs and/or damage, in the event that the Contractor is in arrears in respect of the payment of turnover tax and statutory payroll tax and social security contributions, without prejudice to the right to claim compensation of damage from the Contractor and without prejudice to other rights that it can enforce on other grounds.
- 5.5 In the event that the Contractor uses Personnel in connection with its carrying out assignments pursuant to this Agreement, the Contractor will be obliged to impose identical contractual obligations on the Personnel in accordance with the Contractor's obligations pursuant to this framework agreement. The Contractor will remain fully required to submit statements to the Client in the manner indicated in subsections 3 et seq. of this Article and to indemnify the Client against any possible claims brought by the Tax and Customs Administration in the context of turnover tax and statutory payroll tax and social security contributions to be withheld and remitted.
- 5.6 Prior to the commencement of the work the Contractor will provide the Client with a copy of a valid passport and the address details of the Contractor or the Personnel.
- 5.7 Should it appear that the Client has a duty to withhold or that the Client can be held liable for remittances, which will be the case in any event if the Contractor cannot demonstrate by means of a statement as referred to in subsections 3, 11 or 13 of this Article that turnover tax and/or statutory payroll tax and social security contributions have been withheld and remitted, the Client will be authorised, at its own choice, to suspend any and all payments to the Contractor in accordance with the Agreement or to withhold turnover tax and statutory payroll tax and/or social security contributions from the agreed hourly rate of the Contractor or the Personnel, or to claim those amounts from the Contractor, that the Contractor is obliged or entitled to withhold on the ground of the applicable statutory rules or in respect of which the Client, in its own opinion, can be held liable by the agencies in question. The Contractor will be provided with an itemisation in that respect. Under none of the circumstances described above will the Client owe any interest.
- 5.8 If and insofar as it is established that the Client is obliged to pay turnover taxes and statutory payroll tax and/or social security contributions, including penalties and interest, on account of the Contractor or the Personnel, both the Contractor and the person who signed this Agreement on behalf of and with the authorisation of the Contractor will be jointly and severally liable to pay back such amounts to the Client.
- 5.9 The amounts that are reserved or withheld on the ground of subsection 7 of this Article may either be held by the Client as security until the time at which the tax collector has declared that the Contractor has fully and correctly complied with its obligations to remit or, at its own discretion, the Client may remit the amounts reserved or withheld to the tax collector in their entirety. The Contractor accepts this provision.
- 5.10 In the event that the Client must furnish security for itself or must withhold and remit amounts, the Client will be entitled to claim the security to be furnished or withholdings and remittances back from the Contractor and will be entitled to setoff that claim, with priority, against any claims that the Contractor has against the Client.
- 5.11 In the event that the Contractor or the Personnel is in possession of a Declaration of Independent Contractor Status (Verklaring arbeidsrelatie) the Contractor is obliged to submit it before or at the time at which the Client and the Contractor enter into the Agreement. That Declaration of Independent Contractor Status must have been issued by the Tax and Customs Administration for work that is in accordance with the work that the Contractor or the Personnel will perform for the Client. Both for new assignments and for assignments that extend beyond the end

of the year, the Contractor or the Personnel will be obliged to apply for a Declaration of Independent Contractor Status as quickly as possible after 1 September of any given year for the next calendar year. On or before 31 December of any given year the Contractor will submit to the Client a Declaration of Independent Contractor Status for the next calendar year, without any request by the Client being required. In the event that the Contractor does not comply with that obligation, the Client will be entitled to suspend any and all payments with respect to the seconded Personnel who have been deployed.

- 5.12 The Client reserves the right to pay part of the amounts to be paid to the Contractor, to be determined by the Client, by depositing that part of those amounts in a blocked account (guarantee account) of the Contractor's or by depositing those amounts directly in the Tax and Custom Administration's account in respect of turnover tax and statutory payroll tax and/or social security contributions owed by the Contractor.
- 5.13 In the event that the Contractor's director and/or shareholder performs work for the Client, the Contractor's director and/or shareholder will submit a Declaration of Independent Contractor Status for a managing director and majority shareholder (VAR-dga) to the Client.

Article 6 Payment

- 6.4 In the event that the Client disputes that all or part of the invoice is correct, the parties will consult in order to resolve the situation. The Client is entitled at all times to have substantive correctness of the invoice sent by the Contractor audited by an accountant, within the meaning of Article 2:393(1) of the Dutch Civil Code (Burgerlijk Wetboek), to be designated by the Client. The Contractor will allow the accountant in question to inspect its books and records and will provide him with any and all data and information that he requests. The audit will be confidential and will not exceed the scope of what is required to verify the invoice. The accountant will issue his report to both parties as quickly as possible. The Client will pay the costs of the audit unless it appears from the accountant's audit that the invoice(s) was/were not correct in respect of the disputed points or was/were incomplete, in which case those costs will be paid by the Contractor. The Client will not owe any interest on the period of the audit.
- 6.5 The Client will be entitled to suspend the payment of all or part of an invoice in respect of which the parties disagree during the period of the audit. The Client will exercise that power only if it has reasonable doubt about the correctness of the invoice in question.
- 6.6 The Client's exceeding a payment term or failure to pay an invoice because the Client disputes that the invoice is correct or because the Client is of the opinion that the Contractor has committed a breach in respect of its compliance with its obligations under the Agreement will not entitle the Contractor to suspend its obligations under the Agreement or to dissolve the Agreement.