General terms and conditions Payoffice B.V.

These general terms and conditions (version 2021) apply to all services and activities of Payoffice B.V. (hereinafter referred to as "Payoffice").

**Part I - General Provisions**

(Articles 1 to 12)

The General Provisions apply to all back office services of Payoffice.

**Part II - Temporary Employment**

(Articles 13 to 30)

Temporary employment is the supply on an agency basis of temporary workers recruited and selected by Payoffice, employed by Payoffice, to a client for work under the management and supervision of that client. To this end, Payoffice works with intermediaries who acquire assignments, after which Payoffice takes care of the allocation and, upon a suitable match, deploys the temporary worker to the client.

**Part III - Payrolling**

(articles 31 to 48)

Payrolling is the provision of a payroll employee, on the basis of an assignment contract, which has not been concluded in the context of bringing together supply and demand on the labour market, to perform work under the client's supervision and management, other than pursuant to an employment contract concluded with the client, whereby the person providing the employee is only authorised to make this employee available to another person with the client's consent.

**Part IV - ZZP mediation**

(Articles 49 to 58)

ZZP mediation is the service in which Payoffice, at the request of its clients at the client rate, provides mediation, contract administration and invoicing between a client and a ZZP-er, as well as additional services such as advancing the ZZP-er by credit financing and a form of debtor management on behalf of the client. Payoffice only plays an intermediary role in the formation of an agreement between its clients and ZZP-ers.

**Part V - Anti-discrimination policy in recruitment & selection**

Payoffice's operations are aimed at giving job seekers a fair chance of employment, regardless of their age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality. During recruitment and selection, jobseekers are treated equally by being assessed only on job-related criteria. These values are recorded in policy considerations and form an integral part of these general conditions.

**Part I - General provisions**

Article 1 - Definitions

In these General Terms and Conditions the following definitions apply:

1.1 Payoffice: user of these terms and conditions.

1.2 Client: any natural or legal person who uses the services of Payoffice

on the basis of a (framework) agreement.

1.3 Assignment: the agreement concluded between Payoffice and the client in the

context of the performance of back office activities.

1.4 Client rate: The rate payable by the client to Payoffice for backoffice work performed by

Payoffice performed backoffice services.

1.5 Temporary Employee: any natural person recruited and selected under an agreement, who has signed a temporary employment contract.

natural person, who enters into a temporary employment contract as referred to in section 7:690 of the Netherlands Civil Code with Payoffice, in order to perform work for a client under the management and supervision of that client.

1.6 Payroll employee: any natural person, recruited and selected under an agreement by the client, who enters into a payroll agreement as referred to in Section 7:692 of the Netherlands Civil Code with Payoffice, in order to perform work for a client under the management and supervision of that client.

1.7 ZZP-er: the natural or legal person who, on the basis of a contract of assignment, performs work or has work performed for his own account and risk at and on the instructions of the client of Payoffice.

1.8 Flexworker: the natural person who, on the basis of an agency, payroll or assignment agreement (in the latter case as a ZZP-er) performs work for the client of Payoffice.

1.9 CLA: the Collective Labour Agreement declared applicable to the agreement entered into with the flexworker. This is the CLA for Temporary Workers of the ABU or NBBU, or the CLA applicable to the client's company.

1.10 Temporary employment clause: the written provision in the employment agreement between Payoffice and the employee and/or in the collective labour agreement, to the effect that the employment agreement ends by operation of law because the posting of the temporary worker by the temporary employment agency to the client ends at the client's request (Article 7:691 paragraph 2 of the Dutch Civil Code).

1.11 Hirer's remuneration: the legally applicable remuneration of an employee employed by the client, working in a position that is equal or equivalent to the position held by the employee. According to the CLA, the hirer's remuneration consists of the following elements:

- The applicable period wage in the scale;

- The applicable working time reduction (to be compensated in time or money at Payoffice's discretion);

- Supplements for overtime, working irregular hours (including public holidays), shifted hours, 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);

- Initial wage increases, amount and timing as determined at the client's discretion;

- Expense allowances (insofar as Payoffice can pay them free of payroll tax and contributions: travel expenses, boarding costs and other expenses necessary because of the performance of the job);

- Periodicals, amount and time as determined with the client.

1.12 Week: the calendar week starting on Monday at 0.00 and ending on Sunday at 24.00.

Article 2 - Applicability

2.1 The general terms and conditions apply to all (legal) acts of Payoffice, such as offers, quotations, work, assignments and agreements between Payoffice and its contractual counterparties, or their legal successors. The general terms and conditions of Payoffice also prevail over any general terms and conditions of the contractual counterparty. Payoffice expressly rejects any applicability thereof. A reference by the contractual counterparty to its own procurement, tendering or other

terms and conditions is not accepted by Payoffice.

2.2 These terms and conditions also apply to all assignments with Payoffice,

for the execution of which third parties are to be engaged. The contractual counterparty accepts the validity of these general terms and conditions on all future transactions with Payoffice.

2.3 Besides and in addition to the provisions of articles 2.1 and 2.2, these general terms and conditions apply if the contractual counterparty has accepted their validity in previous agreements with Payoffice. An acceptance is then not required in a subsequent transaction or agreement since it has already taken place.

2.4 Changes or additions to these general terms and conditions must be expressly confirmed by Payoffice in writing and apply only to that offer or agreement on the occasion of the issue or conclusion of which the change or addition is made. In case of contradiction in these general terms and conditions, the provision most favourable to Payoffice shall apply.

2.5 If one or more of the provisions in these general terms and conditions are null and void or destroyed, the other provisions of these general terms and conditions remain fully applicable. Payoffice and its contractual counterparty will then consult to agree on new provisions to replace the invalid or voided provisions, where if and as far as possible the purpose and intent of the original provision are observed.

2.6 Payoffice may transfer its legal relationship to the contractual counterparty to a third party, by a deed drawn up by Payoffice and that third party. By doing so, the contractual counterparty already gives its consent and cooperation to contract transfer in advance.

Article 3 - Offers

3.1 Payoffice offers are based on the information provided by the client. The client guarantees that he, to the best of his knowledge, has provided all essential information for design, execution and completion of the assignment.

3.2 Offers or quotations made by Payoffice are without obligation. Payoffice may revoke its offer or quotation unless that offer or quotation contains a deadline for acceptance and the deadline has not yet expired. Payoffice is only bound to the offer or quotation if the acceptance thereof by the contractual counterparty within the offer period is confirmed in writing, unless otherwise indicated.

3.3 The content of all offer documents such as drawings, descriptions, specifications or other information provided by Payoffice is as accurate as possible, but is not binding.

3.4 The client must treat everything received from Payoffice as confidential.

The client may not use anything received from Payoffice for own use or use by third parties or disclose it to third parties.

use by third parties or disclose it to third parties.

3.5 If, on the basis of the offer documents, no contract is concluded or no

assignment is granted, all such documents must be returned immediately by the client at the first request of Payoffice and at his expense and risk to the address of Payoffice. If data has been provided digitally, the data must be permanently deleted.

3.6 If, on the basis of an offer from Payoffice, no agreement is concluded or no assignment is granted, Payoffice is entitled, at the expense of the client, to reasonable compensation for the costs associated with its offer, such as the costs of preparing the offer, determining the rates, etc., in accordance with Article 7:405 of the Dutch Civil Code. Payment of the offer costs due shall take place within two weeks from the date of the relevant invoice.

3.7 An agreement is both oral and in writing. An agreement is also concluded when Payoffice has started its services to the client. When an agreement is concluded, it means that these General Terms and Conditions have been accepted by the client.

3.8 If the acceptance deviates (on minor points) from the offer included in the offer, Payoffice is not bound by it. The order will then not be established in accordance with this deviating acceptance, unless Payoffice indicates otherwise.

3.9 A compound quotation does not oblige Payoffice to perform part of the assignment at a corresponding part of the quoted price.

3.10 Offers do not automatically apply to future assignments.

Article 4 - Obligations of the client

4.1 The client shall ensure that Payoffice has timely access to the necessary information, data, decisions, documents and changes which, in the opinion of Payoffice, are useful or necessary to enable Payoffice to perform the work in accordance with the agreement or assignment. The client is responsible for the timely receipt by Payoffice, as well as for the accuracy and completeness of this information, data, decisions and changes. The client guarantees the accuracy of the aforementioned data.

4.2 The client permits Payoffice. where necessary on site, randomly, to inspect the procedure of actual identity determination. The client also permits an inspection body of Payoffice to check, on location, at random, the procedure of the actual identity determination.

4.3 Payoffice is entitled to suspend the execution of the order until the client has fulfilled the obligation mentioned in article 4.1.

4.4 The additional costs resulting from the delay in the execution of the assignment caused by not, not timely or not properly providing or being provided with the necessary data and/or documents, are for the account of the client.

4.5 If the cooperation with Payoffice is terminated, the data will remain in the Payoffice database(s), but will not be or become available to third parties, unless required by law in the context of Payoffice's employer role.

4.6 The client is free to export the entered data via reports. In consultation with Payoffice, the data can also be delivered in other ways. The cost of work required for this will be charged at the current consultancy rate.

Article 5 - Confidentiality

5.1 The client is obliged to keep confidential all (business) data of Payoffice or any information received in connection with the agreement or assignment from Payoffice. Payoffice is forbidden to use this data and information for its own use or use by third parties, or to disclose or provide it to third parties.

5.2 The parties undertake to impose the same declaration of confidentiality as described above on any representatives and others involved.

5.3 If Payoffice. under a statutory provision or a judicial decision is required to disclose confidential information to by law or the competent court appointed third parties, and Payoffice can not in this respect rely on a legal or by the competent court recognised or permitted right to refuse to give evidence, Payoffice is not liable for damages or compensation.

5.4 Payoffice is entitled to use the numerical results after processing, provided that these results cannot be traced back to individual clients and/or persons, for statistical or comparative purposes, unless this is expressly excluded in the proposal for cooperation.

5.5 With the exception of the provisions of article 5.4, Payoffice is not entitled to use the information made available to it by intermediaries, clients and/or persons for a purpose other than that for which the data was provided.

Article 6 - Execution of agreement or assignment

6.1 Payoffice carries out the work under the agreement or assignment to the best of its knowledge, expertise and ability. Payoffice cannot guarantee the achievement of any intended result. It is only a best-efforts obligation.

6.2 Payoffice determines the manner in which, the method and equipment with which and by which person(s) the agreement or assignment is carried out, but takes into account the wishes made known by the client as much as possible. If Payoffice follows requests or instructions from the client in this respect, Payoffice is completely relieved of the responsibility and liability for that choice (client indemnifies Payoffice in this respect), without this leading to an obligation for Payoffice to point out possible consequences to the client, Payoffice the unfavourable consequences of a request or instruction from the client without any investigation for the relevant employee of Payoffice are immediately clear.

6.3 As far as a proper execution of the assignment requires, Payoffice has the right to have (parts of) the work carried out by third parties. Payoffice will do so in consultation with the client. The client automatically grants its approval to Payoffice that certain parts of the agreement or (total) assignment are commissioned by Payoffice to third parties. These parts may include making calculations, producing drawings and designing designs.

6.4 Payoffice accepts no liability for work, which is carried out by third parties insofar as they themselves have entered into an agreement with the client.

6.5 Payoffice is not liable for damages of any kind, because Payoffice has relied on incorrect and / or incomplete data provided by the client, unless such inaccuracy or incompleteness should have been known to Payoffice.

6.6 If it has been agreed that the assignment will be executed in stages, Payoffice can suspend the execution of those parts belonging to a subsequent stage until the client has approved in writing the results of the preceding stage.

6.7 If in connection with the assignment work is carried out by Payoffice or third parties engaged by Payoffice at the location of the client or a location designated by the client, the client will ensure free of charge the facilities reasonably required by those employees.

Article 7 - Prices and rates

7.1 The prices stated in an offer/quotation are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including materials, software and insurance, unless expressly agreed otherwise.

7.2 Contractor's prices and quotations are always without obligation and do not bind Contractor. Changes and errors are expressly reserved.

7.3 The price is based on the prices, rates, wages, taxes, duties, charges, freight, etc. existing at the time the agreement was concluded.

7.4 If after the conclusion of an agreement and before the agreed time of delivery of the drawings, any price determining factors have changed, Payoffice is entitled to adjust the price accordingly to fairness.

7.5 Outside the case referred to in the previous paragraph, the rates of services may be changed by Payoffice. by notification by letter or email to the client. Thus changed rates will apply from the date to be specified by Payoffice in the aforementioned notification, but in no case earlier than 4 weeks after sending the notification to the client.

7.6 In addition, Payoffice may increase the fee if, during the implementation of the work, it appears that the originally agreed or expected amount of work was underestimated to such an extent when concluding the agreement, and this is not attributable to Payoffice, that Payoffice may not reasonably be expected to perform the agreed work at the originally agreed fee/rate.

7.7 Unless the client notifies Payoffice by letter or email within fourteen days of receipt of notification of a rate adjustment as referred to in paragraphs 7.4, 7.5 and 7.6 of this article that he objects to the intended increase, he shall be deemed to have accepted the amended rates.

7.8 Payoffice is entitled to index its prices.

Article 8 - Payment and security

8.1 Payment shall be made without deductions or set-off prior to or at the time of delivery of the service or services, unless otherwise agreed. Invoices from Payoffice must in all cases be paid no later than within the agreed payment period. The parties may (depending on the situation) agree on a payment schedule in instalments. In case of late payment, the client is immediately in default, without a notice of default being required.

8.2 If the client disputes all or part of the invoice, he must notify Payoffice in writing, giving detailed reasons, within five (5) calendar days of the invoice date. After this period, the client's right to dispute the invoice lapses. The burden of proof regarding timely dispute of the invoice rests on the client. Contestation of the invoice does not release the client from his payment obligation.

8.3 The client is not authorised to suspend payment, set off or otherwise withhold any amount. Invoices must always be paid in full. This therefore also applies if there is a dispute about the number of hours invoiced.

8.4 Only payments to Payoffice have a liberating effect. If Payoffice gives instructions that payment must be made to a factoring party appointed by Payoffice, this will be stated on the invoice and the client must immediately follow these instructions. Under no circumstances is the client entitled to make payments for or on behalf of Payoffice to its independent auxiliary persons.

8.5 A payment firstly goes to reduce all costs and interest due and finally to reduce the longest outstanding payable invoices, even if the client states that the payment relates to later invoices.

8.6 Payoffice may transfer (assign) all or part of its right to payment or pledge it to a third party.

8.7 If the client fails or threatens to fail in the fulfilment of the agreement, in any sense whatsoever, for example because the necessary (credit) facilities are not provided or a due payment is not made on time, Payoffice is entitled to reimbursement of interest at the statutory rate in accordance with Article 6:119a of the Dutch Civil Code from the day on which the cooperation should have been provided or the payment should have been made at the latest. Payoffice is also authorised at all times to suspend its obligations under the agreement.

8.8 Payoffice is entitled to require adequate security from the client and at his expense and risk. The client is obliged at first request to provide (additional) security, such as a bank guarantee, or the payment of an (additional) advance, or the granting of a pledge on (all) assets. If the client fails to provide the requested security, Payoffice is authorised to invoke suspension.

8.9 At the first request, the client is obliged to have a non-possessory pledge (whether or not) established for the benefit of Payoffice on movable property as well as on all current and future claims of the client on third parties, as security for payment of all existing and future claims on the client, including those relating to collection costs, interest and penalties. The principal declares that he is authorised to pledge. The client hereby grants an irrevocable power of attorney to Payoffice to establish a pledge on the movable property and on all present and future claims of the client on behalf of the client, for the benefit of Payoffice.

8.10 All actual costs incurred by Payoffice to obtain payment of owed invoices, both judicial and extrajudicial costs, shall be borne by the client, unless Payoffice chooses to fix these costs at 15% of the amount due.

Article 9 - Force majeure

9.1 Payoffice is never liable for damage suffered by the client due to the fact that it has not been able to fulfil its obligations under the contract in time or properly due to force majeure. Payoffice has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its contractual obligations to the client due to force majeure.

9.2 Force majeure includes, in addition to what is understood in this respect in the law and jurisprudence, the circumstance that due to external circumstances or third parties engaged by Payoffice, Payoffice cannot fulfil its obligations or cannot fulfil them on time, such as due to the weather, epidemic outbreaks, earthquakes, fire, power failure, loss, theft or loss of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.

9.3 If such a force majeure situation arises at a (legal) person engaged by Payoffice and who invokes force majeure against Payoffice, this will also be regarded as a force majeure situation present at Payoffice itself which can be invoked against the client.

9.4 If, in the opinion of Payoffice, the force majeure will be of a temporary nature, Payoffice is entitled to suspend the implementation of the agreement for as long as necessary, until the circumstance causing the force majeure no longer occurs.

9.5 If there is force majeure and compliance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect for that part of the obligations that have not yet been met. Otherwise, the client remains liable for the contract price for the part of the agreement that has already been fulfilled.

9.6 Insofar as Payoffice at the time of the occurrence of force majeure has partially fulfilled its obligations under the agreement or will be able to fulfil them, and the fulfilled or to be fulfilled part has independent value, Payoffice is entitled to invoice the fulfilled or to be fulfilled part separately. The client is obliged to pay this invoice as if it were a separate agreement.

9.7 The client has no right to compensation for damage suffered or to be suffered as a result of the suspension or termination in the sense of this article.

Article 10 - Intellectual property rights

10.1 The intellectual and industrial property rights to all goods, data and (technical) information delivered to the client and its affiliates remain with Payoffice. Payoffice has the exclusive right to publish, realise and reproduce these goods, data and information and the client only has a (non-exclusive) right of use thereof.

10.2 The documents issued by Payoffice to the client, such as designs, drawings, technical descriptions or specifications, become the property of the client and may be used by the client subject to the rights arising from intellectual and industrial property legislation, after the client has fulfilled its financial obligations to Payoffice.

10.3 The client is not permitted to duplicate all or parts of the installation realised according to the design of Payoffice, without the express written consent of Payoffice and without prejudice to the provisions of articles 10.5 and 10.6. Payoffice is authorised to attach conditions to such permission, including the payment of a fee. On goods manufactured according to the design of Payoffice, the provisions of this paragraph apply accordingly.

10.4 The client is only authorised to have the installation according to the design of Payoffice realised by a third party, without the intervention and approval of Payoffice, if the agreement is dissolved due to a shortcoming that can be attributed to Payoffice. In this case, Payoffice is not liable for defects insofar as they are attributable to the construction by or on behalf of the client.

10.5 The client's right of use with respect to the software developed and delivered by Payoffice is not exclusive. The client may only use this software in its own company or organisation and only for the technical installation for which the right of use has been granted. The right of use may cover several installations to the extent specified in the agreement. The client will not be able to assert any rights to any trademark, trade name, patent, model or copyright or any other right of intellectual or industrial property belonging to Payoffice without the express written consent of Payoffice.

10.6 The right of use is not transferable. The client is forbidden to make the software and the carriers on which it is recorded available to a third party in any way or to allow a third party to use it. The client is prohibited from reproducing or making copies of the software. The Commissioning Party shall not modify the software other than in the context of fixing errors. The source code of the software and the technical information produced in its development will not be made available to the client, unless otherwise agreed.

10.7 Payoffice is entitled to apply for patents in its name and at its expense on inventions created during and by implementation of the agreement.

10.8 If Payoffice obtains a patent as referred to in article 10.7, it grants the client, free of charge, a basically non-transferable right of use to that invention. In concrete application of that right of use, the client will request permission from Payoffice, which permission can only be refused if Payoffice can demonstrate conflicting interests with its business.

Article 11 - Secrecy

11.1 Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of their assignment. Information is considered confidential if this has been communicated by the other party or if it arises from the nature of the information.

11.2 If, pursuant to a statutory provision or a judicial decision, Payoffice is obliged to disclose confidential information to third parties designated by law or by the competent court, and Payoffice cannot in this respect rely on a legal or by the competent court recognised or permitted right to refuse to give evidence, then Payoffice is not liable for damages or compensation and the other party is not entitled to terminate the contract on the grounds of any damage caused by this.

Article 12 - Applicable law and disputes

12.1 Dutch law is applicable to the agreement or assignment between the client and Payoffice and to all agreements resulting from it.

12.2 Any dispute is settled by the competent (ordinary) court under the Law in the district of the place of establishment of Payoffice, namely the District Court of Oost-Brabant (except for the provisions in article 12.3).

12.3 The client is obliged in respect of the agreement or assignment to elect domicile in the Netherlands, insofar as it is not already established in the Netherlands. Failing such domicile, the principal shall be deemed to have elected domicile in The Hague.

**Part II - Temporary employment**

Article 13 - Supply of temporary employees

13.1 The temporary employee shall work under the principal's supervision and management. The latter will observe the same care as towards its own employees. As a formal employer, Payoffice has no insight into the workplace and the work to be performed, on the basis of which the client must ensure a safe working environment.

13.2 The posted temporary worker has entered into a temporary employment contract with Payoffice pursuant to section 7:690 of the Netherlands Civil Code.

13.3 Without written permission from Payoffice, the client will not, in turn, lend the temporary worker hired by it to a third party to work under the client's supervision and management or have them work abroad. A violation of this paragraph will result in Payoffice being entitled to terminate the posting of the temporary worker with immediate effect, as well as to charge all resulting or related damages to the client. The client will then fully indemnify Payoffice and hold it harmless for all possible third-party claims.

13.4 The client expressly declares that it is familiar with section 8a of the WAADI 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 employees employed by its company in equal or equivalent positions, unless the difference in treatment is justified for objective reasons.

Article 14 - Content, duration and end of the posting of temporary employees

14.1 The specific conditions under which the temporary employee is made available to the Client shall be included in the Assignment confirmation or in the Framework Agreement of which these General Terms and Conditions form part and to which they apply. The posting of the temporary worker to the client is entered into for a definite or indefinite period, at least as long as the Assignment lasts or is completed.

14.2 The client informs Payoffice of the intended duration, the weekly or 4-weekly working hours and the times of each posting, on the basis of which Payoffice can determine the nature and duration of the temporary employment contract with the temporary worker.

14.3 If, after the temporary worker has appeared at the workplace, the client makes use of his offer of work for less than three hours, the client is obliged to pay the hiring rate for at least three hours per call if:

(a) a scope of work of less than 15 hours per week has been agreed and the working hours have not been fixed; or

b) there is an on-call agreement pursuant to Section 7:628a of the Netherlands Civil Code.

14.4 If a temporary worker has already been called up but cannot perform the work due to special circumstances on the part of the client or the working hours are adjusted, the client shall notify Payoffice of this at least four days prior to the time that the work would commence. If the client fails to do so and the temporary worker has an on-call agreement pursuant to Article 7:628a of the Netherlands Civil Code, the client shall owe the hirer rate for the number of hours related to the

original call including the working hours.

14.5 Payoffice applies temporary employment contracts with phase counting in accordance with the provisions of the Collective Employment Agreement for Temporary Employees.

Temporary Workers Collective Labour Agreement. This means that the obligation to continue paying wages is in any case deferred during the first 78 weeks and that Payoffice is only liable to pay wages for the period(s) that the temporary worker actually performed agency work. However, Payoffice is aware of Section 7:628a paragraph 5 of the Dutch Civil Code and will offer a fixed scope of work after 12 months.

14.6 The assignment cannot be terminated as long as temporary workers are made available to the client. An assignment, once started, must be completed and cannot be terminated prematurely.

14.7 The posting for a fixed term cannot be terminated prematurely. If the client so wishes, the posting can only be terminated prematurely under the condition that the payment obligations associated with the posting continue until the expiry of the agreed duration of the posting. Payoffice is then entitled to (continue to) charge the client the user fee up to the agreed duration of the posting in accordance with the usual or expected work pattern of the temporary worker, unless Payoffice and the client have agreed otherwise in writing. See article 15 CLA for Temporary Workers.

14.8 Payoffice and client agree in the assignment confirmation on the notice period of the posting for an indefinite period. This takes into account the continued payment of wages obligations to the temporary worker applicable to Payoffice. If no notice period has been agreed, the statutory notice period applies.

14.9 If the client, without the knowledge of Payoffice, has played such a role in the allocation process or the recruitment and selection of the temporary worker that the temporary employment contract converts into a payroll agreement, the posting will be terminated immediately. Payoffice will offer the payroll employee a subsequent employment contract with equivalent employment conditions. All costs arising from this situation will be charged to the client.

14.10 Payoffice works with agency contracts with an agency clause. Therefore, it has no obligation to give notice. Payoffice may, however, in connection with any notice obligation it may have towards the temporary worker with a fixed-term contract, request the client at least five weeks before the end of the contract to indicate whether it wishes to continue the posting and, if so, under what conditions. The principal is then obliged to indicate within three days whether he wishes to continue the posting. Failure to inform Payoffice on time or correctly will result in the client having to reimburse Payoffice in full for the costs associated with the remuneration of the temporary worker under Article 7:668 paragraph 3 of the Dutch Civil Code.

14.11 If the reason for termination is a dispute with the temporary worker, or a conflict situation, the client must inform Payoffice in good time. Payoffice will then investigate whether the dispute or conflict situation can be resolved.

14.12 If during the posting a company closure or mandatory day off takes place, the client informs Payoffice of this at the start of the assignment, so that Payoffice can take this into account when determining the terms of employment. If the client fails to do so, he owes Payoffice the number of hours as agreed in the order confirmation, multiplied by the last applicable hiring rate.

Article 15 - Information obligation of the client

15.1 The client informs Payoffice timely, correctly and completely about the terms of employment as referred to in article 12a Wet allocatie uitzendkrachten door intermediairs, so that Payoffice can correctly determine the wage of the temporary worker.

15.2 Payoffice is entitled to correct the user fee with retroactive effect and charge it to the client, if it appears that (one of) the components as referred to in the previous paragraph were (was) determined incompletely or incorrectly.

15.3 If the client intends to provide the temporary worker with a car, the client will notify Payoffice of this immediately. Only in consultation with Payoffice will the client agree with the temporary worker that the car may be driven privately, so that Payoffice can take this into account in the payroll tax. If the client fails to do so, he is obliged to compensate the resulting damage, costs and (tax) consequences suffered. Client also indemnifies Payoffice for all possible claims by third parties in this regard.

Article 16 - Civil chain liability for wages

16.1 In addition to Payoffice, the client is jointly and severally liable to the temporary worker for the payment of the wages owed to the temporary worker, unless the client qualifies as non-accountable in respect of any underpayment.

16.2 For the purpose of demonstrating its non-blameworthiness, the client must in any case inform Payoffice in good time, correctly and completely regarding the working conditions referred to in the previous article.

16.3 Payoffice is obliged towards the client to remunerate the temporary worker in accordance with the applicable laws and regulations.

Article 17 - Timekeeping

17.1 Invoicing takes place on the basis of the method of time registration agreed with the client and furthermore on the basis of what the assignment, by agreement or these terms and conditions provide. The timekeeping takes place at all times via the digital platform of Payoffice. This is facilitated by Payoffice.

17.2 The client is responsible for a correct and complete time registration and is obliged to see to it, or have it seen to, that the data of the temporary worker contained therein are correctly and truthfully stated, such as: the name of the temporary worker, the number of hours worked, overtime, irregular hours and shift hours, the other hours for which under the assignment and conditions the client rate is due, any surcharges and any expenses actually incurred.

17.3 Payoffice may also pay net allowances if the client ensures proper substantiation and administration of these expenses. If an auditing institution requests Payoffice to provide this substantiation, the client must provide it. If no substantiation of the expenses paid can be provided, Payoffice will not pay out a net remuneration. Any consequences in this regard are for the client. Client indemnifies Payoffice. Fines and/or grossing up of expenses paid will then be invoiced to the client.

17.4 If the client provides the time sheets, it shall ensure that Payoffice has the time sheets at its disposal immediately following the week worked by the temporary worker. The client is responsible for the manner in which the time sheets are provided to Payoffice.

17.5 The temporary worker has the right to check the time registration. To this end, he has access to his online file in the digital platform of Payoffice. If and insofar as the temporary worker disputes the data stated in the time registration, Payoffice is entitled to determine the hours and costs in accordance with the statement of the temporary worker, unless the client can prove that the data stated by him are correct.

17.6 If the time registration is done by the temporary worker, the client has the right to check the time registration. To this end, the Client has access to the relevant online file on the Payoffice digital platform. In the event of a discrepancy between the number of hours and costs submitted by the temporary worker to Payoffice and the hours and costs known to the client, the data submitted by the temporary worker to Payoffice will apply as full proof for settlement, subject to evidence to the contrary provided by the client.

Article 18 - Entering into a (direct) employment relationship with the temporary worker

18.1 If the client wishes to enter into an employment agreement directly with a temporary worker posted or to be posted by Payoffice, or any other type of employment relationship, it shall immediately notify Payoffice in writing. The parties will then enter into consultation to discuss the client's wishes. The starting point is that the client owes Payoffice a reasonable fee of 15% of the gross annual salary of the temporary worker, or at least a reasonable fee to be agreed upon, for the services provided by Payoffice in connection with the posting, recruitment and/or training of the temporary worker, in accordance with the provisions of article 9a, paragraph 2 of the Wet allocatie uitzendkrachten door intermediairs.

18.2 Other type of employment relationship as referred to in this article includes:

(a) commission contract;

b) contracting work;

c) the payroll agreement;

d) having the temporary agency worker made available to the user company by a

third party (e.g. another company) for the same or other work.

18.3 The client does not directly enter into an employment contract with the temporary worker if the temporary employment contract with Payoffice has not first been validly terminated.

18.4 The client is prohibited from inducing temporary workers to enter into an employment contract or any other type of employment relationship with another company with the intention of hiring the temporary workers through that other company.

18.5 For the purposes of the provisions of this article, temporary agency worker shall also mean:

(a) the (prospective) temporary agency worker who has been introduced to the user company;

b) the temporary employee whose posting was made less than six months before the commencement of the employment

employment relationship with the user company.

18.6 If the principal enters into an

enters into an employment relationship with the temporary worker for the same or another position before the temporary worker has been made available to the client for 1040 hours, the client shall owe Payoffice a fee in the amount of 25% of the most recently applicable client rate for the temporary worker concerned over the remaining hours. The 'remaining hours' are calculated as follows: 1040 hours minus the number of hours the temporary worker has already been made available to the client.

18.7 The principal also owes the fee referred to in this paragraph if the temporary worker applies to the principal directly or through third parties within six months after the posting with the principal has ended, or if the principal approaches the temporary worker directly or through third parties within six months after the posting with the principal has ended, and the principal enters into an employment relationship with the relevant temporary worker as a result.

18.8 If a temporary worker is introduced to a potential client through the intervention of Payoffice and this potential client enters into an employment relationship with that temporary worker for the same or a different position before the posting is made, this potential client shall owe a fee of 25% of the client rate that would have applied to the temporary worker concerned over 1040 hours if the posting had been made. The client always owes this fee if the client initially came into contact with the temporary worker through the intervention of Payoffice. Even if the temporary worker applies to the client directly or through third parties within six months after the contact was established or if the client approaches the temporary worker directly or through third parties within six months after the contact was established and enters into an employment relationship with the temporary worker concerned as a result, the client owes the fee as referred to in the first sentence of this paragraph.

18.9 If the principal enters into an employment relationship with the temporary employee during an assignment that can be terminated early, the principal shall be entitled to decide not to observe the notice period agreed pursuant to the assignment. In that case, however, the client is obliged to compensate Payoffice for the damage suffered as a result. This damage is fixed at 30% of the client rate over the non-observed notice period for the assignment in question. In addition, the client must pay the compensation mentioned in paragraph 6 of this article, insofar as applicable.

18.10 If the Client enters into an employment relationship with the temporary employee during an assignment that cannot be terminated early, the Client shall be obliged to pay the agreed Client rate for the relevant temporary employee for the remaining term of the assignment. Client shall also pay the compensation referred to in paragraph 6 of this article, insofar as applicable.

Article 19 - Principal's duty of care and indemnification

19.1 The principal is aware that pursuant to Article 7:658 subsection 4 in conjunction with Article 7:610 of the Dutch Civil Code and the applicable working conditions legislation it is obliged to ensure a safe workplace for the temporary employee. The principal shall provide the temporary employee with specific instructions to prevent the temporary employee from suffering harm in the performance of his work. The client also provides the temporary worker with personal protective equipment to the extent necessary in view of the work and the work location. If these supplies are provided by Payoffice, Payoffice is entitled to charge the associated costs

to the client.

19.2 Before the posting commences, the client will provide the temporary worker and Payoffice with the necessary information on the required professional qualification of the temporary worker, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the workplace to be taken on. The temporary employee must be given sufficient opportunity to familiarise himself with the contents before commencing the work.

19.3 The client is liable towards the temporary worker and Payoffice for, and consequently obliged to compensate, any damage suffered by the temporary worker in the performance of his work, unless the damage is largely the result of intent or deliberate recklessness on the part of the temporary worker.

19.4 If the temporary worker suffers such injury in the performance of his work that it results in death, the client is obliged, in accordance with section 6:108 of the Dutch Civil Code, to compensate the persons referred to in that section and Payoffice for the damage to those persons, unless the damage is to a significant extent the result of intent or deliberate recklessness on the part of the temporary worker. The client must also reimburse Payoffice for the costs associated with the payment to be made under Article 7:674 of the Dutch Civil Code.

19.5 The client fully indemnifies Payoffice against all possible claims, made against Payoffice because of non-compliance by the client with the obligations mentioned in this article and will fully reimburse Payoffice for the related costs of legal assistance. The client grants Payoffice the authority to assign its claims referred to in this article to the directly interested party(ies).

19.6 The client is obliged to take out adequate, comprehensive liability insurance for all direct and indirect damages as referred to in this article. At Payoffice's first request, the client shall provide a policy or other proof of the existence of this insurance.

Article 20 - Identification and personal data

20.1 Upon commencement of the posting of a temporary employee the principal shall establish his identity on the basis of the original identity document. The client sets up its administration in such a way that the identity of the temporary worker can be demonstrated.

20.2 Payoffice and the client will treat all personal data of temporary workers provided to them in the context of the posting as confidential and process them in accordance with the provisions of the General Data Protection Regulation (AVG) and other relevant privacy legislation.

20.3 Depending on the responsibilities and working method, parties will make agreements in accordance with the AVG and related privacy legislation concerning, inter alia, data leaks, rights of data subjects and retention periods. If there is joint processing responsibility, Payoffice and the client will make further agreements on, among other things, the exercise of the rights of data subjects and the obligation to provide information. These agreements are recorded in a mutual arrangement.

20.4 The client is responsible for only providing personal data to Payoffice or requesting them from it, if and insofar as the client is entitled under the AVG to provide or request them.

20.5 The client indemnifies Payoffice against all claims of candidates, employees, employees of the client or other third parties against Payoffice, in connection with a violation by the client of the AVG and other privacy legislation and reimburses the related costs incurred by Payoffice.

Article 21 - Selection of temporary workers

21.1 The temporary worker is selected by Payoffice on the one hand on the basis of his qualities and skills and on the other hand on the basis of the job requirements put forward by the client.

21.2 Non-functional requirements that furthermore (may) lead to (in)direct discrimination, inter alia related to race, religion, sex and/or handicap, cannot be made by the client. In any case, such requirements will not be honoured by Payoffice, unless they are made in the context of a target group policy permitted by law, to promote equal employment participation.

21.3 The client has the right, if a temporary worker does not meet the job requirements set by the

client, to make this known to Payoffice within 4 hours of commencing work. In that case, the client is obliged to pay Payoffice at least the wage owed to the temporary worker, plus the employer's share of the social security charges and contributions and obligations arising from the collective labour agreement.

21.4 Payoffice can make the temporary worker available to several clients.

21.5 During the term of the assignment, Payoffice is entitled to make a proposal to replace the temporary worker, for example if the temporary worker is no longer able to perform the work, or in connection with a reorganisation to be implemented or

redeployment obligation. The hirer's rate shall then be determined anew.

Article 22 - Job and remuneration

22.1 The client owes Payoffice the user rate for the posting of the temporary worker, unless other agreements have been made.

22.2 The user rate is in direct proportion to the wage owed to the temporary worker according to the Collective Labour Agreement. The temporary worker's wage and remuneration are determined prior to the placement and if necessary during the placement and are equal to the remuneration of the comparable employee working in an equal or equivalent position in the client's employment (the so-called hirer's remuneration).

22.3 The hirer's remuneration consists of:

(a) only the applicable period wage in the scale;

b) the applicable working time reduction. This can be compensated in time and/or money at Payoffice's discretion;

c) allowances for overtime, for working irregular hours (including public holidays), shifted hours, 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;

(e) untaxed reimbursement of expenses: travel, board and other expenses

necessary on account of performing the job;

(f) periodisation;

g) compensation for travelling time or travelling hours related to the work.

22.4 If the temporary worker is "not classifiable" in the job structure at the client, the remuneration of the temporary worker will be determined on the basis of discussions held by Payoffice with the temporary worker and client. Among other things, the necessary capacities that the filling of the position entails, responsibilities, experience and level of education are considered.

22.5 Changes in rates as a result of a change in the hirer's remuneration, collective labour agreement obligations and changes in or as a result of legislation and regulations, such as tax and social legislation and regulations, shall be passed on to the Client as of the time of those changes and shall be owed by the Client accordingly, even if those changes occur during the term of an Assignment.

22.6 If there is a posting for an indefinite period with an agency clause and the parties have not agreed on a notice period, a notice period of at least ten calendar days shall apply (see article 15 CLA for temporary agency workers), unless the temporary agency worker has an agency work employment contract for a definite or indefinite period, in which case a notice period of one month or three months respectively shall apply.

Article 23 - Replacement and availability

23.1 Payoffice is entitled to offer a replacement temporary worker during the term of the assignment. The client may reject such an offer only on reasonable grounds.

23.2 Payoffice is at all times entitled to make a proposal to the client to replace a posted temporary worker with another temporary worker under continuation of the Assignment, inter alia for the purposes of Payoffice's company policy or personnel policy, preservation of employment or compliance with applicable laws and regulations, in particular the Collective Labour Agreement and the dismissal guidelines for the temporary employment sector. The client will reject such a proposal only on reasonable grounds. If requested, the client will motivate any rejection in writing.

23.3 Payoffice will not fail imputably towards the client and will not be obliged to compensate any damage or costs to the client if Payoffice, for whatever reason, cannot (or can no longer) supply a (replacement) temporary worker to the client in the manner and to the extent agreed in the Assignment or subsequently.

Article 24 - Right of suspension

24.1 The Client shall not be entitled to temporarily suspend all or part of the deployment of the temporary employee unless there is force majeure within the meaning of Article 6:75 of the Dutch Civil Code.

24.2 Notwithstanding paragraph 1 of this article, suspension is possible if:

- This is agreed in writing and the duration is laid down and;

- the principal demonstrates that there is temporarily no work available or that the temporary employee

cannot be put to work and

- Payoffice can successfully appeal to the temporary worker on exclusion of the obligation to continue to pay wages.

of the continued payment of wages obligation under the collective labour agreement.

24.3 The client is not obliged to pay the client rate for the duration of the suspension.

due.

24.4 If the client is not entitled to temporarily suspend the employment, but the

client temporarily has no work for the temporary worker or is unable to employ the temporary worker, the client is obliged for the duration of the Assignment to pay to the Payoffice the client rate in full for the number of hours and overtime hours per period (week, month, and the like) most recently applicable or usual pursuant to the Assignment.

Article 25 - Working hours and working time

25.1 The temporary employee's working hours, working time and rest periods shall be equal to the relevant times and hours customary at the principal's place of work unless otherwise agreed in writing. The principal guarantees that the temporary employee's working hours and rest and working hours comply with the statutory requirements. The principal shall ensure that the temporary employee does not exceed the legally permitted working hours.

25.2 For assignments the principal must ensure that the agreed scope of work, i.e. the number of hours the temporary employee works per period, is not exceeded. If the temporary worker is structurally deployed for more hours than agreed in the assignment, this may result in the agreed scope of work having to be extended (inter alia on the basis of Article 7:610b of the Dutch Civil Code). In that case, Payoffice will adjust the scope of work agreed with the client. From the effective date of that adjustment, the client will then pay the client rate on this new scope of work.

25.3 If the temporary worker requires training or work instructions for the execution of the Assignment, the hours spent on such training will be charged to the client as hours worked, unless otherwise agreed in writing.

25.4 If the temporary worker requests a reduction or increase in the scope of work, after consultation between the client and Payoffice, the scope of work agreed with the client will be adjusted in accordance with the wishes of the temporary worker. Unless there are compelling business interests, at the discretion of Payoffice, not to agree to the request of the temporary worker.

Article 26 - Holidays and leave

26.1 Holidays and leave of the temporary worker are arranged in accordance with the law and the Collective Labour Agreement for Temporary Workers. Payoffice works with agency contracts with an agency clause. The

accrual of holiday rights is therefore reserved in accordance with the provisions of the

Collective Labour Agreement for Temporary Agency Workers.

26.2 Over the holiday hours taken by the temporary worker, the client does not owe the principal's

client rate is therefore not due and also not due for the relevant hours if the temporary employee is on lawful special leave or short-term absenteeism.

Article 27 - Company closures and compulsory days off

27.1 Upon entering into the Assignment, the client must inform Payoffice of any company closures and collective compulsory days off during the term of the Assignment, so that Payoffice can, if possible, make this circumstance part of the employment contract with the temporary worker. If an intention to establish a company closure and/or collective compulsory days off becomes known after entering into the Assignment, the client must inform Payoffice immediately after becoming aware of this. If the client fails to inform Payoffice on time, the client is obliged for the duration of the company closure to pay Payoffice the client rate in full for the number of hours and overtime per period that is most recently applicable or usual under the Assignment and conditions.

Article 28 - Continued payment in case of illness and (long-term) disability

28.1 The number of 'sick' hours is determined by Payoffice as follows:

(a) Demonstrable 'sick' hours.

Payoffice first assumes the number of hours that the temporary worker would demonstrably have worked if he had not fallen ill (e.g. the number of hours for which he is scheduled). These are the demonstrable 'sickness' hours.

b) Non-demonstrable 'sick' hours

It may happen that the number of hours the temporary worker would have worked if he had not been sick is not demonstrable. In that case, the client pays the number of hours of the actual scope of work. This is determined on the average of the hours actually worked in the 13 weeks prior to the first day of illness, whereby in this specific case public holidays and holiday hours taken also count as hours worked.

28.2 If the temporary worker is sick for a longer period, Payoffice will engage a reintegration company to supervise the temporary worker during his illness and to reintegrate the temporary worker, if possible. The reintegration company may contact the client to explore the possibilities of reintegration within the client's organisation. The client will provide the reintegration company with the information required for that purpose. If, in the opinion of the reintegration agency, the reintegration of the temporary employee in adapted or other suitable work at the client's organisation is a possibility, the client shall fully cooperate in the reintegration.

Article 29 - Labour disputes/conflicts in the workplace

29.1 If problems arise between the client and the temporary worker, the client shall inform Payoffice. immediately. The client and Payoffice can then determine in good consultation what measures can and must reasonably be taken. Only Payoffice (as employer) may dismiss the temporary worker or impose any other measure on him. Payoffice will only do so when it is entitled to do so, based on the law and case law. Moreover, the reason for imposing the measure must be sufficiently demonstrable, this at the discretion of Payoffice. If the temporary worker acts or fails to act in such a way that the client cannot reasonably be expected to allow the Assignment to continue and the working relationship between the temporary worker and Payoffice may be terminated as a result, Payoffice may grant the client permission to terminate the Assignment early. Payoffice may attach conditions to the granting of said permission. For example, on the payment of a compensation to be paid by Payoffice to the temporary worker upon termination of the employment relationship.

Article 30 - Making things available

30.1 Without written permission from Payoffice, the client is not permitted to make goods available to the temporary worker that can also be used for private purposes, such as (but not limited to) a (lease) car or telephone. Payoffice may attach further conditions to the written permission and the client is obliged to implement these conditions and to prevent Payoffice from suffering any disadvantage as a result of the client making the goods available to the temporary worker.

30.2 If the client acts in violation of the above provisions or is in default, all resulting damage, costs and (tax) consequences, such in the broadest sense of the word, will be fully at the expense and risk of the client. The client shall indemnify Payoffice in this respect for all possible claims.

30.3 If the client's business requires the temporary worker to have certain necessities, such as a certificate of good conduct (VOG) or to wear personal protective equipment, these will - as far as possible - be provided by the client itself. If the supplies are provided by Payoffice, it is entitled to charge the client for the associated costs.

**Part III - Payrolling**

Article 31 - Posting of payroll employees

31.1 The payroll employee works under the client's supervision and management. The latter will observe the same care as towards its own employees. As a formal employer, Payoffice has no insight into the workplace and the work to be done, on the basis of which the client must ensure a safe working environment.

31.2 The posted payroll employee has entered into a payroll agreement with Payoffice pursuant to Section 7:692 of the Dutch Civil Code.

31.3 The payroll employee is made exclusively available to the client. Without written permission from Payoffice, the client will not, in turn, lend the payroll employee hired by it to a third party to work under the client's supervision and management or have him work abroad. Of course, this is allowed with the client's permission. A violation of this paragraph leads to Payoffice being entitled to terminate the posting of the payroll employee immediately, as well as to charge the client for all resulting or related damages. The client will then fully indemnify Payoffice and hold it harmless for all possible third-party claims.

31.4 The client expressly declares itself familiar with section 8a of the WAADI and ensures that payroll employees have equal access to the company facilities or services in its company, in particular canteens, childcare and transport facilities, as employees employed by its company in equal or equivalent positions, unless the difference in treatment is justified for objective reasons.

Article 32 - Content, duration and end of the posting of payroll workers

32.1 The specific conditions under which the payroll employee is made available to the client will be included in the order confirmation or in the Framework Agreement of which these general terms and conditions form a part and to which they apply. The posting of the payroll employee to the Client shall be for a definite or indefinite period, at least as long as the Assignment lasts or as long as it is completed. The payroll employee is made available exclusively to the Client and cannot be made available elsewhere without the Client's consent.

32.2 The Client will inform Payoffice of the intended duration, the weekly or 4-weekly working hours and the times of each posting, on the basis of which Payoffice can determine the nature and duration of the payroll agreement with the payroll employee.

32.3 If, after the payroll employee has appeared at the workplace, the client makes use of his labour offer for less than three hours, the client is obliged to pay the user fee for at least three hours per call if:

(c) a scope of work of less than 15 hours per week has been agreed and the working hours have not been fixed; or

d) there is an on-call agreement pursuant to Article 7:628a of the Dutch Civil Code.

32.4 If a payroll employee has already been called up but cannot perform the work due to special circumstances on the part of the client or the working hours are adjusted, the client shall notify Payoffice of this at least four days prior to the time when the work would commence. If the client fails to do so and the payroll employee has a call-out agreement in accordance with Article 7:628a of the Dutch Civil Code, the client shall nevertheless owe the hirer rate for the number of hours related to the original call-out under which the work was performed.

related to the original call-up including the working hours.

32.5 If the payroll employee has an on-call contract in accordance with Article 7:628a of the Dutch Civil Code, then

Payoffice is obliged to make the payroll employee an offer after twelve months for a fixed scope of work including the continued payment of wages obligation, whereby the fixed scope of work is at least equal to the average scope of work in the preceding period of twelve months. If the offer is accepted by the payroll employee, the hirer's rate will be calculated on the fixed scope of work.

32.6 The Assignment cannot be terminated as long as payroll employees are made available to the Client. An Assignment once started must be completed and cannot be terminated prematurely.

32.7 The fixed-term posting cannot be terminated prematurely. If the client so wishes, the posting can only be terminated prematurely under the condition that the payment obligations associated with the posting continue until the expiry of the agreed duration of the posting. Payoffice is then entitled to (continue to) charge the client the user fee up to the agreed duration of the placement in accordance with the usual or expected work pattern of the payroll employee, unless Payoffice and the client have agreed otherwise in writing.

32.8 Payoffice and the client agree in the order confirmation on the notice period of the indefinite posting. Hereby, account will be taken of the continued payment of wages obligations to the temporary worker applicable to Payoffice.

32.9 Payoffice may, in connection with its obligation to give notice to the payroll employee with a fixed-term contract, request the client at least five weeks before the end of the contract to indicate whether it wishes to continue the posting and, if so, under what conditions. The principal is then obliged to indicate within three days whether he wishes to continue the posting. Failure to inform Payoffice on time or correctly will result in the client having to reimburse Payoffice in full for the costs associated with the payment to the payroll employee under Article 7:668 paragraph 3 of the Civil Code.

32.10 If the reason for termination is a dispute with the payroll employee, or a conflict situation, the client must inform Payoffice of this in good time. Payoffice will then investigate whether the dispute or conflict situation can be resolved.

32.11 If during the posting a company closure or mandatory day off takes place, the client shall inform Payoffice of this at the start of the Assignment, so that Payoffice can take this into account in determining the conditions of employment. If the client fails to do so, he will owe Payoffice the number of hours as agreed in the assignment confirmation, multiplied by the last applicable hiring rate, during the company closure or mandatory day off.

Article 33 - Information obligation of the client

33.1 The client shall inform Payoffice timely, correctly and completely about the terms of employment as referred to in article 12a of the Act on allocation of temporary workers by intermediaries, so that Payoffice can correctly determine the pay of the payroll employee. After all, the payroll employee is entitled to the same employment conditions as employees employed by the client.

33.2 Payoffice is entitled to correct the hirer rate retrospectively and charge it to the client, if it appears that (one of) the components referred to in the previous paragraph is (is) incomplete or incorrectly determined.

33.3 If the client intends to provide the payroll employee with a car, the client shall notify Payoffice of this without delay. Only in consultation with Payoffice will the client agree with the payroll employee that the car may be driven privately, so that Payoffice can take this into account in the payroll tax. If the client fails to do so, he is obliged to compensate Payoffice for the resulting damage, costs and (tax) consequences suffered by Payoffice. Client also indemnifies Payoffice for all possible claims by third parties in this regard.

Article 34 - Civil chain liability for wages

34.1 Apart from Payoffice, the client is jointly and severally liable to the payroll employee for the payment of the wages owed to the payroll employee, unless the client qualifies as non-accountable for any underpayment.

34.2 For the purpose of proving its non-accountability, the client must in any case inform Payoffice promptly, correctly and completely about the terms of employment as referred to in the previous article.

34.3 Payoffice is obliged towards the client to remunerate the payroll employee in accordance with the applicable laws and regulations.

Article 35 - Time invoicing

35.1 Invoicing takes place on the basis of the method of time registration agreed with the client and furthermore on the basis of the assignment, by agreement or these terms and conditions. The timekeeping takes place at all times via the digital platform of Payoffice. This is facilitated by Payoffice.

35.2 The client is responsible for a correct and complete time registration and is obliged to see to it, or have it seen to, that the data of the payroll employee are correctly and truthfully stated, such as: the name of the payroll employee, the number of hours worked, overtime, irregular hours and shift hours, the other hours for which the client rate is due under the assignment and conditions, any surcharges and any expenses actually incurred.

35.3 Payoffice may also pay net allowances if the client ensures proper substantiation and administration of these expenses. If an auditing institution requests Payoffice to provide this substantiation, the client must provide it. If no substantiation of the expenses paid can be given, Payoffice will not pay a net remuneration. Any consequences in this regard are for the client. Client indemnifies Payoffice. Fines and/or grossing up of expenses paid will then be invoiced to the client.

35.4 If the client provides the time sheets, it shall ensure that Payoffice has the time sheets at its disposal immediately following the week worked by the payroll employee. The client is responsible for the way in which the time sheets are provided to Payoffice.

35.5 The payroll employee has the right to check the time registration form. He has access to his online file in Payoffice's digital platform for this purpose. If and insofar as the payroll employee disputes the data stated in the time registration form, Payoffice is entitled to determine the hours and costs in accordance with the payroll employee's statement, unless the client can prove that the data stated by him are correct.

35.6 If the time registration is done by the payroll employee, the client has the right to check the time registration. The client has access to the relevant online file on the digital platform of Payoffice for this purpose. In case of discrepancy between the number of hours and costs submitted by the payroll employee to Payoffice and the hours and costs known to the client, the data submitted by the payroll employee to Payoffice will apply as full proof for settlement, barring evidence to the contrary provided by the client.

Article 36 - Entering into a (direct) employment relationship with the payroll employee.

36.1 If the client wishes to enter into an employment agreement directly with a payroll employee supplied or to be supplied by Payoffice, or any other type of employment relationship, it will immediately inform Payoffice in writing. The parties will then enter into consultation to discuss the client's wish. The starting point is that the client owes Payoffice a reasonable fee of 15% of the gross annual salary of the payroll employee, or at least a further to be agreed reasonable fee for the services rendered by Payoffice in connection with the posting, recruitment and/or training of the payroll employee, in accordance with the provisions of article 9a, paragraph 2 of the Act on allocation of temporary employees by intermediaries.

36.2 Other type of employment relationship as referred to in this article includes:

(a) contract for work;

b) contracting work;

c) the payroll agreement;

d) having the temporary agency worker made available to the user company by a

third party (e.g. another company) for the same or other work.

36.3 The principal does not enter into an employment contract directly with the payroll employee if

the payroll agreement with Payoffice is not first validly terminated.

36.4 The client is prohibited from inducing payroll employees to enter into an employment contract or any other type of employment relationship with another company, with the intention of hiring the payroll employees through this other company.

company.

36.5 For the purposes of this article, a payroll employee is also understood to mean:

(a) the payroll employee whose posting ended less than six months before entering into the employment relationship with the client.

36.6 If the client enters into an employment relationship with the payroll employee during an assignment which can be terminated prematurely, the client is entitled to decide not to observe the notice period agreed under the assignment. In that case, however, the client is obliged to compensate the damage suffered by Payoffice as a result. This damage is fixed at 30% of the client rate over the non-observed notice period for the relevant assignment.

36.7 If the client enters into an employment relationship with the payroll employee during an assignment that cannot be terminated early, the client is obliged to pay the agreed client rate for the relevant payroll employee for the remaining duration of the assignment.

Article 37 - Terms and conditions of employment

37.1 Pursuant to Article 8a of the Netherlands Posting of Workers by Intermediaries Act, the payroll employee is entitled to the same employment conditions as those applying to employees working in equal or equivalent positions in the employer's employment. If the employer has no employees, the payroll employee is entitled to the same terms of employment as those applying to employees working in equal or equivalent positions in the professional or business sector in which the client operates.

37.2 Before commencement of the placement, Principal will provide information in writing or electronically on the terms of employment applicable in the company or sector of the professional or business sector in which Principal is active.

37.3 Principal and the payroll employee shall determine the holidays in mutual consultation. Client will in any case give the payroll employee the opportunity to take holidays for two consecutive weeks or for twice a week (in case of full time employment). Client will inform Payoffice of the holiday period and Payoffice will also be informed in case of any dispute regarding the holiday days.

37.4 Payoffice is entitled to cancel statutory holiday hours as of 1 July of the year after the holiday hours have been accrued. Also, Payoffice is entitled to let non-statutory holiday hours lapse five years after these holiday hours have been accrued. If Payoffice uses this right, Payoffice owes nothing to the client.

37.5 Payoffice is entitled to let accrued Atv/adv days lapse on 31 December of the year in which the Atv/adv days were accrued. If Payoffice uses this right, Payoffice owes nothing to the client.

37.6 Payoffice will ensure an adequate pension scheme for the payroll employee.

37.7 The Client does not owe the Client rate on the holidays to be taken, unless otherwise agreed (this is then stated on the confirmation of the Assignment). Payoffice receives twice a year (or per Assignment) from the Client a record of holidays kept by the Client. If, at the end of employment, Payoffice is still entitled to payment of unused holiday days and Payoffice has agreed with the Client that it owes the Client rate on holiday days, these holiday days will be charged to the Client. Payoffice will pay the payroll employee the balance of holidays. Client and the payroll employee will hand over a final statement regarding the holidays to Payoffice. If and insofar as Payoffice disputes the balance of holiday days, Payoffice is entitled to determine the balance in accordance with the statement of Payoffice, unless the client can prove that the balance stated by her is correct, this at the discretion of Payoffice.

Article 38 - Duty of care and indemnity of the client

38.1 The client is aware that according to Article 7:658 paragraph 4 in conjunction with Article 7:610 of the Dutch Civil Code and the applicable health and safety legislation, it has the obligation to ensure a safe workplace for the payroll employee. The client shall provide the payroll employee with concrete instructions to prevent the payroll employee from suffering damage in the performance of his/her work. The client shall also provide the payroll employee with personal protective equipment as necessary in view of the work and the work location. If these supplies

are provided by Payoffice, Payoffice is entitled to charge the related costs to the client.

38.2 Before the posting starts, the client will provide the payroll employee and Payoffice with the necessary information on the required professional qualification of the payroll employee, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the work place to be hired. The payroll employee must be given sufficient opportunity to familiarise himself with the contents before commencing work.

38.3 The client is liable vis-à-vis the payroll employee and Payoffice for, and consequently obliged to compensate, any damage suffered by the payroll employee in the performance of his/her work, unless the damage is largely the result of intent or deliberate recklessness on the part of the payroll employee.

38.4 If the payroll employee suffers such injury in the performance of his/her work that it results in death, the client is, in accordance with article 6:108 of the Civil Code, obliged to compensate the persons referred to in that article and to Payoffice for the damage to the persons referred to, unless the damage is to a significant extent the result of intent or deliberate recklessness on the part of the payroll employee. The client must also reimburse Payoffice for the costs related to the payment to be made under article 7:674 of the Civil Code.

38.5 The client fully indemnifies Payoffice against all possible claims, made against Payoffice because of the client's non-compliance with the obligations mentioned in this article and will fully reimburse Payoffice for the related costs of legal assistance. The client grants Payoffice the authority to assign its claims referred to in this article to the directly interested party(ies).

38.6 The client is obliged to ensure adequate, comprehensive liability insurance for all direct and indirect damages as referred to in this article. At Payoffice's first request, the client shall provide a policy or other proof of the existence of this insurance.

Article 39 - Identification and personal data

39.1 Upon commencement of the posting of a payroll employee, the client will establish his identity on the basis of the original identity document. The client sets up its administration in such a way that the identity of the payroll employee can be demonstrated.

39.2 Payoffice and the client will treat all personal data of the payroll employee provided to them in the context of the posting as confidential and process them in accordance with the provisions of the General Data Protection Regulation (AVG) and other relevant privacy legislation.

39.3 Depending on their responsibilities and working methods, parties shall make arrangements in accordance with the AVG and related privacy legislation concerning, inter alia, data breaches, rights of data subjects and retention periods.

and retention periods. If there is joint processing responsibility, Payoffice and the client will make further agreements on, among other things, the exercise of the rights of those involved and the obligation to provide information. These agreements are recorded in a mutual arrangement.

39.4 The client is responsible for only providing or requesting personal data to Payoffice if and insofar as the client is entitled under the AVG to provide or request these.

39.5 The client indemnifies Payoffice against all claims by candidates, employees, employees of the client or other third parties against Payoffice, in connection with a violation by the client of the AVG and other privacy legislation and reimburses the related costs incurred by Payoffice.

Article 40 - Selection of temporary workers

40.1 The payroll employee is selected by the client itself. Payoffice plays no further mediating role in this. If the recruitment and selection of the payroll employee is carried out by an external party engaged by the client, these general terms and conditions remain unaffected. The client indemnifies Payoffice for claims from agreements concluded between the client and this external party.

40.2 Payoffice is not liable for damage resulting from the deployment of a payroll employee who does not appear to meet the requirements set by the client. Payoffice is not liable for damage to/at the client, a third party or payroll employee, caused by acts or omissions of the payroll employee or an external party. The client indemnifies Payoffice for costs and/or damage arising from the recruitment and selection and posting of the payroll employee.

Article 41 - Job and remuneration

41.1 The client owes Payoffice the hirer's remuneration for the posting of the temporary worker, unless otherwise agreed.

41.2 Before commencement of the posting, the client provides the description of the position to be held by the payroll employee and the corresponding classification in the remuneration scheme based on the employment conditions, law or the applicable collective labour agreement at the client.

41.3 The hirer's remuneration of the payroll employee will be determined in accordance with the CAO, or the job and salary structure and terms of employment of the client, as well as the applicable laws and regulations, based on the job description provided by the client. On the basis of the laws and regulations the principal is co-responsible for applying the correct remuneration of the payroll employee.

41.4 If the temporary worker is "not classifiable" in the job structure at the client, the remuneration of the temporary worker will be determined on the basis of discussions held by Payoffice with the temporary worker and client. Among other things, the necessary capacities that the filling of the position entails, responsibilities, experience and level of education are considered.

41.5 Changes in rates as a result of a change in the hirer's remuneration, collective labour agreement obligations and changes in or as a result of legislation and regulations, such as tax and social legislation and regulations, shall be passed on to the Client from the time of those changes and shall be owed by the Client accordingly, even if those changes occur during the term of an Assignment.

41.6 If at any time it appears that this job description and the corresponding classification does not correspond to the position actually held by the payroll employee, the client will immediately provide Payoffice with the correct job description and corresponding classification. The pay of the payroll employee will be reassessed according to the new job description. The position and/or classification may be adjusted during the Assignment, if the payroll employee has a reasonable claim to such adjustment with reference to applicable laws and regulations (including article 8a Waadi). If the adjustment leads to higher remuneration, Payoffice will correct the remuneration of the payroll employee and the Client rate accordingly. The Client shall owe this corrected rate to Payoffice (with retroactive effect) from the moment the position is exercised.

41.7 The Client shall inform Payoffice in good time and immediately upon becoming aware of changes in the pay of the payroll employee and of established initial wage increases.

41.8 Overtime, work in shifts or on special times or days (including holidays) and/or shifted hours will be remunerated in accordance with the relevant regulation in the applicable collective labour agreement or pay of the payroll employee and will be charged to the client.

41.9 If the client does not fully or correctly inform Payoffice about the job and remuneration scheme that should apply at the client, this is at the expense and risk of the client. The client indemnifies Payoffice for (any) costs and/or damages arising from the incomplete or incorrect information on the job and remuneration scheme.

41.10 The client must fully and correctly inform Payoffice about the employment history (if any) with the client and the work experience of the payroll employee. Costs and/or damage arising from incorrect or incomplete information are for the account and risk of the client. The client indemnifies Payoffice for all possible claims by third parties in this regard.

41.11 Payoffice is not liable for damage to the client as a result of the Wet ketenaansprakelijkheid and Wet Aanpak Schijnconstructies. The client indemnifies Payoffice for this.

Article 42 - Replacement and availability

42.1 A payroll employee may be replaced during the Assignment with the consent of the client. Payoffice does not fail imputably towards the client and is not obliged to compensate any damage or costs to the client, if Payoffice, for whatever reason, cannot (no longer), or at least cannot (no longer), make a (replacement) payroll employee available to the client in the manner and to the extent as agreed in the Order or subsequently.

Article 43 - Right of suspension

43.1 The Client is not entitled to temporarily suspend all or part of the employment of the payroll employee, unless there is force majeure as defined in Article 6:75 of the Dutch Civil Code.

43.2 Contrary to paragraph 1 of this article, suspension is possible if:

- This is agreed in writing and the duration is laid down and;

- The client demonstrates that there is temporarily no work available or the payroll employee cannot be

cannot be put to work and;

- Payoffice can successfully appeal to the payroll employee for exclusion

obligation to continue paying wages under the collective labour agreement.

43.3 The client will not owe the client rate for the duration of the suspension.

payable.

43.4 If the client is not entitled to temporarily suspend the employment, but the

client temporarily has no work for the payroll employee or is unable to employ the payroll employee, the client is obliged for the duration of the Assignment to pay the Payoffice the client rate in full for the number of hours and overtime hours per period (week, month, etc.) most recently applicable or usual under the Assignment.

Article 44 - Hours of work and working hours

44.1 The working hours, working time and rest times of the temporary employee are equal to the relevant times and hours customary at the Client, unless otherwise agreed in writing. The Client guarantees that the payroll employee's working hours and rest and working times meet the legal requirements. The client ensures that the payroll employee does not exceed the legally permitted working hours.

44.2 For assignments, the client must ensure that the agreed scope of work, the number of hours the payroll employee works per period, is not exceeded. If the payroll employee is structurally deployed for more hours than agreed in the assignment, this may lead to the agreed scope of work having to be extended (inter alia on the basis of Article 7:610b of the Civil Code). In that case, Payoffice will adjust the scope of work agreed with the client. From the effective date of that adjustment, the client will then pay the client rate on this new scope of work.

44.3 If the payroll employee requires training or work instructions for the execution of the Assignment, the hours spent by the payroll employee on this training will be charged to the client as hours worked, unless otherwise agreed in writing.

44.4 If the payroll employee requests a reduction or increase in the scope of work, after consultation between the client and Payoffice, the scope of work agreed with the client will be adjusted in accordance with the payroll employee's wishes. Unless there are compelling business interests, at the discretion of Payoffice, not to agree to the request of the payroll employee.

Article 45 - Company closures and compulsory days off

45.1 Upon entering into the Assignment, the client must inform Payoffice of any company closures and collective compulsory days off during the term of the Assignment, so that Payoffice can, if possible, make this circumstance part of the employment contract with the payroll employee. If an intention to establish a company closure and/or collective compulsory days off becomes known after entering into the Assignment, the client must inform Payoffice immediately after becoming aware of this. If the client fails to inform Payoffice on time, the client is obliged for the duration of the company closure to pay Payoffice the client rate in full for the number of hours and overtime per period that is most recently applicable or usual under the Assignment and conditions.

Article 46 - Continued payment in case of illness and (long-term) disability

46.1 If the payroll employee has been unable to work due to illness or (long-term) incapacity for work, the client will not owe the client rate for these hours not worked. Payoffice will continue to pay the payroll employee in case of illness according to the collective agreement or company rules applicable to the client's company.

46.2 The number of 'sick' hours will be determined by Payoffice as follows:

(c) Demonstrable 'sick' hours.

Payoffice first assumes the number of hours the payroll employee would demonstrably have worked if he had not fallen ill (e.g. the number of hours for which he is rostered). These are the demonstrable 'sickness' hours.

d) Non-demonstrable 'sick' hours

It may happen that the number of hours the payroll employee would have worked had he not been sick is not demonstrable. In that case, the client pays the number of hours of the actual scope of work. This is determined on the average of the actual hours worked in the 13 weeks preceding the first day of illness, whereby in this specific case public holidays and holiday hours taken also count as hours worked.

46.3 If the payroll employee is ill for a longer period, Payoffice will engage a reintegration company to assist the payroll employee during his illness and to reintegrate the payroll employee, if possible. The reintegration company may contact the client to explore the possibilities of reintegration within the client's organisation. The client will provide the reintegration company with the necessary information. If, in the opinion of the reintegration company, reintegration of the payroll employee into adapted or other suitable work at the client's organisation is possible, the client will cooperate fully with the reintegration.

46.4 If the absence is the result of circumstances on the shop floor (such as an employment conflict), Payoffice is entitled to make use of its right of recourse. Client is obliged to take out adequate insurance for this purpose.

46.5 If the absence is the result of a conflict between the Client and the payroll employee, Payoffice is entitled, notwithstanding the provisions in paragraph 1 of this article, to charge the Client rate. Payoffice is also entitled to charge the client for the costs of external experts, such as a mediator, incurred to resolve the conflict.

Article 47 - Labour disputes/conflicts on the work floor

47.1 If any problems arise between the client and the payroll employee, the client shall inform Payoffice. immediately. The client and Payoffice can then determine in good consultation what measures can and must reasonably be taken. Only Payoffice (as employer) may dismiss the payroll employee or impose any other measure on him. Payoffice will only do so when it is entitled to do so, based on the law and case law. Moreover, the reason for imposing the measure must be sufficiently demonstrable, at the discretion of Payoffice. If the payroll employee acts or fails to act in such a way that the client cannot reasonably be expected to continue the Assignment and the working relationship between the payroll employee and Payoffice may be terminated as a result, Payoffice may grant the client permission to terminate the Assignment prematurely. Payoffice may attach conditions to the granting of said permission. For example, in paying a compensation that Payoffice must pay the payroll employee upon termination of the employment relationship.

Article 48 - Provision of goods

48.1 Without written permission from Payoffice, the client is not permitted to make goods available to the payroll employee that can also be used for private purposes, such as (but not limited to) a (lease) car or telephone. Payoffice may attach further conditions to the written permission and the client is obliged to comply with these conditions and prevent Payoffice from suffering any disadvantage as a result of the client making the items available to the payroll employee.

48.2 If the client acts in violation of the above provisions or is in default, all resulting damage, costs and (tax) consequences, such in the broadest sense of the word, will be fully at the expense and risk of the client. The client shall indemnify Payoffice in this respect for all possible claims.

48.3 If the client requires the payroll employee to have certain necessities, such as a certificate of good conduct (VOG) or to wear personal protective equipment, these will - as far as possible - be provided by the client. If the supplies are provided by Payoffice, it is entitled to charge the client for the related costs.

**Part IV - ZZP**

Article 49 - Nature of service provision

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49.2

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Payoffice provides, at the request of clients and for a fee, mediation, contract administration and invoicing between a client and a ZZP-er, as well as additional services such as advancing the ZZP-er by means of credit financing and debtor management on behalf of the client. This management is limited to sending a few (payment) reminders and does not include legal proceedings. The client's debtor risk is explicitly not taken over. This remains with the client. If a third party, such as a client, fails to pay, this does not affect the indebtedness of the client rate. The client indemnifies Payoffice for all possible claims in this respect.

In the agreement with the client, or the order confirmation, it is laid down which services are taken from Payoffice. These include - but are not limited to - the following services:

Contract management between ZZP-er and client;

Invoicing to the client;

Selfbilling on behalf of the ZZP-er;

Credit check of new clients (of client); Debtor management of its clients;

Any other services as described in the framework agreement.

Article 50 - Scope of application

50.1 With ZZP mediation, Payoffice meets the client's need for relief from the back-office activities associated with the deployment of an independent professional for the execution of a particular assignment. The work as laid down in the assignment confirmation is carried out by the deployed ZZP-er on behalf of the client independently on location with the client.

Article 51 - Assignment confirmation

51.1 For each mediation by Payoffice between a client and a ZZP-er, an assignment confirmation will set out the contents of the assignment to be carried out, both substantively in terms of the expertise to be brought in and/or the results to be achieved, and practically in terms of the starting date, rate and planning. This service also forms part of contract management.

Article 52 - Model agreements Belastingdienst

52.1 The agreements between Payoffice and the ZZP-er are recorded in a mediation agreement between an intermediary and self-employed person, the 'mediation agreement', approved by the Tax Authorities. The agreements between the client and ZZP-er are recorded in a model agreement of mediation approved by the Tax Authorities, the 'mediation model'. This also lays down the client's assignment description.

Article 53 - Independence

53.1 The parties expressly do not intend to directly or indirectly create an employment contract in the sense of the Dutch Civil Code between the client and ZZP-er, or between Payoffice and ZZP-er. There is no relationship of authority between any of these parties. The client ensures that the ZZP-er can always perform the work under the assignment as a self-employed person, according to his or her own insight and without "management and supervision". Instructions from the client are limited to the goals/end results to be achieved as indicated in the assignment description or confirmation. Client is responsible for providing all powers and information required for a proper execution of the assignment.

Article 54 - Replacement

54.1 The ZZP-er may be freely replaced, having informed the Client thereof in advance. Nevertheless, the ZZP-er will at all times retain full responsibility for the performance of the assignment by the substitute. The client can only withhold its approval of a substitute on the basis of previously established objective criteria regarding the required qualities.

Article 55 - Role of the Client

55.1 The principal's obligations under this agreement serve (partly) to prevent the Tax Authorities from establishing the withholding obligation in respect of the assignment, such as on account of 'false self-employment'. If and insofar as determination of withholding obligation arises from non-compliance with this agreement by the client, the client is liable to Payoffice for the damage suffered by Payoffice as a result of the determination of the withholding obligation. Client shall indemnify Payoffice for all possible claims of third parties in this regard.

Article 56 - Interim cancellation

56.1 If the client wishes to terminate the assignment prematurely, the client will give Payoffice two months' notice from the date of termination. If the client wishes to terminate the assignment prematurely at a shorter notice than 2 months, then the client is obliged to pay Payoffice a fee equal to the rate that would normally be charged over the remaining duration of the agreed notice period.

56.2 With regard to early termination by the ZZP-er or actual termination by the ZZP-er of the work, Payoffice will not be obliged to pay any compensation to the client. Agreements on this must be made by the client and the ZZP-er themselves. Payoffice is outside this legal relationship.

Article 57 - Working conditions

57.1 The Client guarantees compliance with working conditions obligations insofar as applicable to the ZZP-er's work under the assignment. Client indemnifies Payoffice for damage or injury suffered by the ZZP-er in the performance of this assignment. This is because Payoffice has no insight into the work carried out on location and any liability would also be inappropriate for the intermediary role Payoffice has.

Article 58 - Rates

58.1 Payoffice is entitled to adjust the rate during the term of the assignment if the costs thereof demonstrably increase as a result of (changes in) tax laws and regulations or of any other binding regulation. In addition, Payoffice is entitled to adjust rates annually on 1 January based on the CBS inflation rate, unless otherwise agreed with the client. Any adjustment of the rate will be announced by Payoffice to the client as soon as possible.

**Part V - Anti-discrimination policy in recruitment and selection**

General principle

Payoffice's operations are aimed at giving job seekers a fair chance of employment, regardless of their age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality. In recruitment and selection, jobseekers are treated equally by being assessed only on job-related criteria. These values are recorded in policy considerations and form an integral part of these general terms and conditions.

Purpose

The purpose of this policy is to be clear and transparent towards flex workers and third parties about:

What Payoffice understands by discrimination/discriminatory requests;

What is Payoffice's position on discrimination/discriminatory requests;

Acting by the flex workers:

a. What flex workers are expected to do how they act during their work, especially when working (in support of business activities) around recruitment and selection;

b. Where the flexworker can go for consultation and/or a report;

Responsibilities of Payoffice.

1. Definition of discrimination

Discrimination means making direct and indirect distinctions between persons on the basis of age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality. Discrimination is expressly understood to include responding to requests from clients to make distinctions between persons in recruitment and selection on the basis of criteria that are not necessary or relevant to the proper filling of the position.

2. Position of Payoffice

Payoffice rejects any form of discrimination.

Requests by clients to take certain criteria into account during recruitment and selection will only be honoured if there is objective justification.

Objective justification exists if selecting on the requested criteria:

- Serves a legitimate purpose. This means that there is a good -job-related- reason to select on relevant criteria during recruitment and selection (an example of a legitimate purpose is security);

- Results in the achievement of the legitimate aim, the means is appropriate to achieve the aim;

- Is in reasonable proportion to the goal, there is proportionality to the goal;

- Is necessary because there is no other, less discriminatory way to achieve the goal, the necessity criterion is met.

c. Does not tolerate discriminatory treatment of flex workers by third parties. For this purpose flex workers shall also mean employees who perform work under the management and supervision of a hirer.

3. Acting by the flexworkers

The flexworkers have an own responsibility to be alert to requests from clients of a discriminatory nature, to recognise such requests and to ensure that they are not complied with.

If the flexworker doubts whether or not there is objective justification for a client's request to take certain criteria into account when recruiting and selecting, or has questions about how to handle a request, the flexworker may consult his Payoffice contact person.

If the flexworker observes discrimination and wants to raise it, wants to report abuses or misconduct and/or has a confidentiality issue to deal with, the flexworker can turn to his contact person at Payoffice. If this does not lead to a satisfactory result for the flexworker, the flexworker may contact J. Vissering.

4. Responsibilities of employer

Payoffice is responsible for:

Creating a safe working environment where people treat each other with respect, there is room for constructive dialogue and undesirable behaviour in any form is prevented and dealt with;

The awareness and implementation of this anti-discrimination policy. This includes ensuring that flexworkers:

- are informed about and familiar with the policy. This will be realised

following way: by organising an information meeting and periodically discussing this

discussing this topic in work meetings (fixed agenda item).

- have received proper instructions on how to recognise discrimination and discriminatory requests.

recognise. This will be realised in the following way: by organising an information meeting and periodically discussing this topic in work meetings (fixed agenda item). Also, the handout made available by NBBU will be actively used, explained in work meetings and provided by e-mail.

- be prepared for the situation that they are confronted with a discriminatory request and know how to conduct and turn the conversation with clients. This is achieved by actively using the NBBU discrimination handout as a guideline and discussing discriminatory requests on a case-by-case basis in the periodic consultations and making an action plan for this, which will be recorded (in writing). The organisation also intends to organise training on this subject and interview techniques.

Evaluation and adjustment of this policy. Recipients will be informed (annually) through a newsletter that Payoffice conforms to this policy. If the situation arises at a hirer, a tailor-made approach will be used (incl. written registration) which in the extreme can lead to the end of the cooperation.