

# GENERAL TERMS & CONDITIONS

## YOUNGCAPITAL HOLDING B.V.



### Chapter 1

## General Terms and Conditions for the placement of flexible workers

#### Article 1 Definitions

The following terms are defined as follows in these General Terms and Conditions:

<b>GENERAL TERMS AND CONDITIONS</b>	Where not otherwise provided, these General Terms and Conditions of YoungCapital Holding B.V. apply to the placement of Flexible Workers by companies under YoungCapital Holding B.V., i.e. the companies in which YoungCapital Holding B.V. holds a direct or indirect majority interest, hereinafter: 'YoungCapital'.
<b>CLA</b>	The applicable and at all times prevailing ABU Collective Labour Agreement for agency staff.
<b>HIRER'S PAY</b>	The wage on the period applicable to the job in the scale, shorter working hours, allowances, periodicals, initial salary increases and bonuses in accordance with the current definition in the collective agreement. This also includes the allowance for travel hours or travel time related to the work.
<b>ASSIGNMENT</b>	The agreement between the Client and YoungCapital pursuant to which YoungCapital places one or more Flexible Workers at the Client to perform work under the Client's management and supervision, against payment of the Client fee.
<b>CLIENT</b>	The other party in respect of YoungCapital.
<b>CLIENT FEE</b>	The amount that YoungCapital charges the Client per hour and/or per payment in respect of a Flexible Worker. Further to this, it includes additional costs, including employer's charges, for bonuses (for overtime, shifted working hours, irregularity and shift allowance), expense allowance, shorter working hours and VAT is charged, unless explicitly stated otherwise.
<b>THE PARTIES</b>	YoungCapital and the Client together.
<b>PLACEMENT</b>	The deployment of a Flexible Worker with the Client under the terms of an Assignment.
<b>AGENCY CLAUSE</b>	A provision in the Agency Agreement between the agency and the Flexible Worker to the effect that the Agency Agreement shall terminate by operation of law upon termination of the Placement of the Flexible Worker by the agency to the Client at the Client's request (Book 7, article 691 subsection 2 of the Dutch Civil Code).
<b>AGENCY PHASE A</b>	The Flexible Worker works in phase A as long as he has not worked for more than 78 weeks for the same agency.

**AGENCY PHASE B**

The Flexible Worker works in phase B as soon as the employment contract is continued after completion of phase A, or in case a new employment contract is entered into within 26 weeks after the completion of phase A. The duration of Phase B will then be a maximum of four years, during which time up to six employment contracts may be entered into.

**AGENCY PHASE C**

The Flexible Worker works in phase C as soon as the employment contract is continued after completion of phase B, or in case a new contract is entered into within 26 weeks after the completion of phase B. In phase C, the Flexible Worker always works on the basis of an employment contract for an indefinite period of time.

**YOUNGCAPITAL**

An agency delivering and/or invoicing under an Assignment, which is part of YoungCapital Holding B.V.

**YOUNGCAPITAL HOLDING B.V.**

The 'group company', with Chamber of Commerce number 34199418, which the agencies of YoungCapital B.V. come under either directly or indirectly.

**Article 2 General provisions****Applicability**

- 2.1 These General Terms and Conditions apply to all offers, Assignments and other agreements of YoungCapital to the extent they relate to the placement of Flexible Workers at the Client or related services and to the extent no deviating terms and conditions of any other entity under YoungCapital Holding B.V. have been declared applicable.
- 2.2 The applicability of any General Terms and Conditions used by the Client is expressly rejected.
- 2.3 These Terms and Conditions come in lieu of the Terms and Conditions of any earlier date.

**Deviations**

- 2.4 Any deviations from these General Terms and Conditions will only be binding if and when YoungCapital has agreed to them in writing.

**Assignment**

- 2.5 The Assignment is entered into for a Fixed Period of Time or for an Indefinite Period of Time. These General Terms and Conditions apply to every Assignment. An Assignment shall be deemed to have been entered into and to have been agreed if the Client allows the Flexible Worker (referred to in the Assignment) to commence his work, regardless of whether the Client has given its (written) agreement to the Assignment.
- 2.6 Assignment for a Fixed Period of Time:
  - The Assignment for a Fixed Period ends by operation of law at the end of the period for which it was entered into.
  - The Assignment for a Fixed Period of time cannot be terminated prematurely, unless the Parties have agreed otherwise in writing.

If the possibility of premature cancellation has been agreed upon, cancellation must take place in writing. If the Assignment is continued after termination of the Assignment, it shall be deemed to have been extended under the same conditions and for the same period, with due allowance for article 2.8, whereby a minimum extension of 4 weeks applies. YoungCapital has the right to unilaterally terminate this continuing agreement with immediate effect if YoungCapital is unable to agree to the conditions and duration under which the continuing agreement was extended.

- 2.7 Assignment for an Indefinite Period of Time:
- The Assignment for an Indefinite Period of Time may be terminated at any time through a written notice of termination, unless the Parties have agreed otherwise in writing.

In the event of termination of an Assignment regarding which the duration of Placement was less than six months, a minimum notice period of fourteen calendar days applies. In the event of termination of an Assignment where the duration of Placement was six months or more, a minimum notice period of six weeks applies.

### Extension

- 2.8 Renewal of the Assignment will not simply take place tacitly because of the obligations under the ABU Collective Labour Agreement. In case of renewal of the Assignment following a previous Assignment within 1 month, an extension will be agreed for a minimum period of 4 weeks. If YoungCapital is under obligation to continue to pay wages for the duration of the aforementioned period, YoungCapital will charge the hours for at least the minimum period of 4 weeks.

### Changes

- 2.9 From 1-1-2020, the Balanced Labour Market Act (hereinafter referred to as "WAB") will take effect and the sector classification will be changed. In addition, the new Collective Labour Agreement for Agency Staff will take effect. All changes resulting from the introduction of the new CLA and the WAB or other legislation and regulations must be applied by YoungCapital and will be included/amended in the agreement and will be passed on to the Client. This also applies to other (future) laws and CLA amendments.
- 2.10 By accepting these terms and conditions, the Client agrees in advance that these General Terms and Conditions may be unilaterally amended as a result of the new Collective Labour Agreement and/or the WAB or other laws and regulations.

### Article 3 The Placement

- 3.1 YoungCapital may place Flexible Workers under an Agency Agreement with or without an Agency clause. If the Agency Contract contains the Agency clause, the Assignment may be terminated at any time during the first 26 weeks, unless the Parties have agreed otherwise in writing. If the duration of placement was longer than 26 weeks, a notice period of at least ten calendar days applies. Notice of termination must always be given in writing (also by e-mail).
- 3.2 A Placement commences on the date stated in the Assignment. In the absence of a (written) Assignment, the Placement shall be deemed to have been entered into on the date on which the Flexible Worker commences his work at the Client with the application of a factor of 2.4 as Client Fee, which shall be adjusted in agreement. The Assignment ends on the end date stated in the Assignment. If an Assignment has not yet been signed by the Flexible Worker at the start of the work, the Client shall be deemed to be in agreement with the Assignment Confirmation at the time the Flexible Worker commences his work for the Client.
- 3.3 If the Agency Agreement between the Flexible Worker and YoungCapital contains the Agency clause, the Placement also ends at the Client's request at the time the Flexible Worker reports that he is unable to perform the Agency Work due to illness. Where necessary, Client is deemed to have made this request. The Client must confirm this request in writing to YoungCapital upon request.
- 3.4 An Agency Agreement with no Agency clause is a Fixed-Time Agency Agreement. In that case, the Assignment with the Client has also been entered into for a Fixed Period of Time and article 2.6 therefore applies, unless different notice periods have been agreed.

- 3.5 A Flexible Worker shall never be placed exclusively to a single client. YoungCapital is at all times entitled to (re)deploy a Flexible Worker elsewhere.
- 3.6 If at any time the Flexible Worker is deemed to be a payroll worker, all terms of employment - with or without retroactive effect - that apply to the Flexible Worker shall be allocated, and the related costs, including the conversion factor, statutory increase and statutory interest, shall be invoiced to the Client.

#### **Article 4 Replacement**

- 4.1 YoungCapital shall be entitled, but not obliged, upon termination of the Placement during the term of the Assignment, to provide a replacement Flexible Worker for the remaining term of the Assignment.
- 4.2 In the event that the Flexible Worker is temporarily prevented from performing agency work, the client and YoungCapital may further agree that YoungCapital will temporarily place a replacement Flexible Worker, such as in the case of illness. In that case, the Placement of the replacement Flexible Worker ends at the request of the Client as soon as the temporary absence of the original Flexible Worker has ended and the Placement of the original Flexible Worker resumes, unless the Parties agree otherwise in writing.
- 4.3 YoungCapital shall at all times be entitled to make a proposal to the Client for the replacement of a placed Flexible Worker by another Flexible Worker with continuation of the Assignment in view of YoungCapital's company policy or personnel policy, preservation of employment or compliance with applicable legislation and regulations, in particular the dismissal guideline for the agency-employment sector, the Participation Act and the Eligibility for Permanent Invalidity Benefit (Restrictions) Act. The Client shall only reject such a proposal on reasonable grounds. If requested, the Client shall provide reasons for any rejection in writing.
- 4.4 YoungCapital is not liable for default in respect of the Client and is not obliged to compensate any damage or costs to the Client, if YoungCapital, although it may replace or re-assign a Flexible Worker, it does not replace or re-assign the Flexible Worker for any reason. In that case, the Client shall not be obliged either to pay the Client Fee, unless the cause for the failure to replace or re-assign the Flexible Worker is attributable to the Client.

#### **Article 5 Hourly Pay and Client Fee**

- 5.1 Before commencement of the Assignment, the Client must provide a description of the job to be performed by the Flexible Worker and the corresponding classification in the Client's remuneration scheme in accordance with the provisions of Article 5.2 of these General Terms and Conditions.
- 5.2 YoungCapital is generally obliged under the CLA to apply the Hirer's Pay. The Hirer's Pay consists of the following elements: the period wage in the scale applicable to the job, shorter working hours, allowances, periodicals, initial salary increases and the allowances in accordance with the current definition in the collective agreement. This also includes the allowance for travel hours or travel time related to the work. The Client is obliged to provide accurate and complete information in good time with regard to the applicable Hirer's Pay. If changes occur in the Hirer's Pay, the Client must inform YoungCapital immediately.
- 5.3 If a Flexible Worker has not been paid in accordance with the applicable Hirer's Pay as a result of incorrect, late or failure to provide (amended) information on the Hirer's Pay by the Client, YoungCapital shall compensate the Flexible Worker and invoice the amount involved (including conversion factor, statutory increase and statutory interest) to the Client. By accepting these terms and conditions, the Client consents to this in advance.
- 5.4 The Client Fee due by the Client to YoungCapital will be charged on the hours and, if applicable, the amount to which YoungCapital is entitled on the basis of the Assignment/General Terms and

Conditions. In phase A where no guaranteed hours have been agreed (on-call agreement), the Client Fee shall in principle be charged on the basis of the actual hours worked by the Flexible Worker. In phase A with agreed time guarantee, phases B and C, the (agreed) hours guaranteed by the Client in the Assignment will be charged, regardless of whether these have been worked (except due to illness), unless otherwise agreed. In addition to the Client Fee, the applicable surcharges, shorter working hours, cost reimbursements and other fees payable by YoungCapital, including employer's charges in respect of the Flexible Worker (also referred to as: additional costs), shall be charged on to the Client. VAT will be charged on the Client Fee, shorter working hours, the surcharges and cost allowances and any other fees. The fee is specified in more detail on the Order Confirmation.

- 5.5 YoungCapital is in any case entitled to make interim adjustments to the Client Fee and/or the additional costs:
- a. if the Flexible Worker's hourly pay is increased (on the basis of the collective labour agreement/hirer's pay) in connection with periodic increase, initial wage increase, age or otherwise; and/or in order to pass on (one-off) compulsory special payments to Flexible Workers to the Client;
  - b. if the cost of agency work increases:
    - as a result of an amendment to the collective agreement or the applicable hirers' collective agreement and/or employment conditions regulations;
    - as a result of the changes in or including the changes in or as a result of the (social and tax) laws and regulations, the collective agreement or any binding regulation;
    - as a result of an increase in the (objective) costs in the broadest sense of the word associated with the Flexible Worker's temporary employment;
    - as a result of an increase in the costs of YoungCapital in the broadest sense of the word.
  - c. on 1 January of each year through a price index (in accordance with the Central Statistical Office's Price Index for Consumer Prices).
  - d. on an annual basis, for all cost elements including margin.
- 5.6 If the Flexible Worker is replaced by another Flexible Worker, the hourly pay for such other Flexible Worker shall be reset and the Client Fee shall be adjusted accordingly.

## **Article 6 Entering into an employment relationship with a Flexible Worker**

- 6.1 The Client shall only be entitled to enter into an employment relationship with a Flexible Worker under the conditions set out in this article.
- 6.2 The Client who intends to enter into an employment relationship with the Flexible Worker shall inform YoungCapital of this in good time and in writing before the Client gives effect to such intention.
- 6.3 The Client shall not enter into an employment relationship with a Flexible Worker until the Agency Employment Agreement between the Flexible Worker and YoungCapital has been lawfully terminated.
- 6.4 If the Client enters into an employment relationship with a Flexible Worker who has been placed to the Client pursuant to an Assignment for an Indefinite Period of Time before such Flexible Worker has worked 1,250 hours - on the basis of such Assignment - the Client will be due to YoungCapital a fee exclusive of VAT amounting to 25% of the most recently applicable Client Fee for 1,250 hours minus the hours already worked by the Flexible Worker on the basis of the Assignment.
- 6.5 If the Client enters into an employment relationship with a Flexible Worker who has been placed at the Client on the basis of an Assignment for a Fixed Period of Time, the Client shall be charged a fee. The Client is obliged to pay 25% of the most recently applicable Client Fee (charged on the agreed or customary hours and overtime) on the remaining duration of the Assignment or - in the case of an Assignment that can be terminated prematurely - on the notice period that has not been observed, on the understanding that the Client is always due at least the fee referred to in paragraph 4, exclusive of

VAT.

- 6.6 If the Client enters into an employment relationship with a Flexible Worker in accordance with the provisions of paragraphs 1 to 5 above, the Assignment between the Client and YoungCapital shall end with effect from the day on which that employment relationship commences.
- 6.7 If the Client enters into an employment relationship with the Flexible Worker within three months after his placement (irrespective of whether it was based on an Assignment for a Fixed or Indefinite Period of time) at the Client has ended, the Client will be due the fee referred to in paragraph 4. This shall apply both in the event that the Client has contacted the Flexible Worker for this purpose - directly or via third parties - and in the event that the Flexible Worker has applied to the Client for the job - directly or via third parties - for this purpose.
- 6.8 In the event that a (potential) Client has come into contact with a (prospective) Flexible Worker in the first instance through the intervention of YoungCapital, for example because the Flexible Worker was proposed to the Client by YoungCapital, and within three months after the contact was established the (potential) Client has entered into an employment relationship with that (prospective) Flexible Worker without the Placement is being establishment, the (potential) Client will be due a fee of 25% of the Client's fee that would have been applicable for the Flexible Worker concerned if the Placement would have been established, on 1,250 hours. This also applies if the (prospective) Flexible Worker is placed without the (potential) Client through a third party.
- 6.9 For the purposes of this article, entering into an employment relationship with a Flexible Worker means:
- entering into an employment agreement, an agreement for the contracting of work and/or an Assignment agreement by the Client with the Flexible Worker, whether or not for the same work;
  - the appointment of the Flexible Worker as an official, whether or not for the same job;
  - having the Flexible Worker in question placed to the Client by a third party (e.g. another agency/payrolling company), whether or not for the same work;
  - the Flexible Worker entering into an employment relationship with a third party for the same or different work, whereby the Client and such third party are associated in a group, or one is a subsidiary of the other.
- 6.10 Entering into an employment relationship with a Flexible Worker after 1,250 hours will only be permitted if the Client itself becomes the Flexible Worker's employer. If the Client in turn places the Flexible Worker on the payroll of a third party, a takeover period of 2,500 hours applies.

#### **Article 7 Suspension of Placement of Flexible workers**

- 7.1 If the Client fails to meet its payment obligations in respect of YoungCapital, YoungCapital is entitled to suspend the Assignment after a written demand for payment has been issued. During this period of suspension, the Client shall also be obliged to pay the Client Fee in respect of the most recent or customary number of (excess) hours per period (week, month, etc.) pursuant to the Assignment. An interest invoice will therefore be sent to the Client, which the Client is obliged to pay. YoungCapital cannot guarantee that the same Flexible Worker will be placed at the Client by the time the Client has resumed and fulfilled its payment obligations.
- 7.2 YoungCapital is also entitled to terminate all or any of its Assignments with the Client concerned with immediate effect, if the Client is in default with regard to any invoice in accordance with the provisions of article 13.6. YoungCapital cannot be held liable for damage resulting from the failure to supply Flexible Workers on time or from the unilateral termination of the Assignment pursuant to this article.
- 7.3 Any claims arising as a result of immediate termination on the basis of article 7.2 are immediately due and payable without any further notice of default being required.

## Article 8 Special minimum payment commitment

- 8.1 In case a Client has not provided any guarantee as regards hours, the Client will, under consideration of 8.3, at least be obliged to pay YoungCapital the Client Fee per call or determined/rostered service, calculated on four hours worked.
- 8.2 In case a Client has issued an guarantee as regards hours, the Client shall be obliged to pay for the hours agreed upon in the Assignment, regardless of whether the Flexible Worker has effectively worked these hours. This does not apply to hours not worked due to illness or holidays, as these are for the account of YoungCapital.
- 8.3 If the Flexible Worker is working on the basis of an on-call agreement, the Client may withdraw or change the on-call and/or the roster free of charge no later than 5 days prior to the commencement of the working day on which the on-call call is made. If YoungCapital is obliged to pay the call or the scheduled hours to Flexible Worker, these hours - including surcharges and other fringe benefits which the Flexible Worker would have received if he had worked - shall, contrary to paragraph 1, be invoiced to the Client at the Client Fee.
- 8.4 Where article 8.3 applies, the Client shall, at YoungCapital's request, provide rosters and schedules of the Flexible Worker in question, stating when the Flexible Worker was called up, whether and when the call was changed and what the exact scope of the call and/or the change is or was.
- 8.5 Every time the Flexible Worker has been employed for 12 months and at that time has an on-call agreement, YoungCapital is obliged to make the Flexible Worker an offer for a fixed workload of the average number of hours of the past 12 months. If the Flexible Worker accepts this offer, the Assignment shall from that moment on be deemed to have been entered into under the number of guaranteed hours stated in the offer. The resulting hours will therefore be automatically invoiced to the Client.

## Article 9 Working hours and working times

- 9.1 The working times, the number of working hours and breaks of the Flexible Worker are the same as the usual times and hours applied by the Client, unless otherwise agreed upon in the Assignment. The working times, the number of working hours and breaks of the Flexible Worker will not amount to more or less than is legally permitted by the Client. The Client guarantees that the working hours and the breaks and working times of the Flexible Worker meet the legal requirements. The Client ensures that the Flexible Worker does not exceed the permitted working hours and the agreed scope of work.
- 9.2 Overtime is deemed to have been worked if work is performed in excess of the working hours per day or per week that are customary in the sector concerned or the number of hours laid down in a regulation or schedule.
- 9.3 When entering into the Assignment, the Client is obliged to inform YoungCapital as soon as possible about the Client's company closures and collectively compulsory days off, unless this was not anticipated at the time the Assignment was entered into. The client is obliged to inform YoungCapital in good time to enable YoungCapital to adopt this as much as possible into the legal relationship with the Flexible Worker.

If the company closure has not been reported and the Flexible Worker is unable to work due to the company closure, the Client shall be obliged to continue to pay the Client Fee if YoungCapital is due to pay the wages to the Flexible Worker.

Flexible Workers are entitled to holidays, special leave, etc. This will be scheduled as much as possible in consultation with the Client.

- 9.4 If the Flexible Worker requires specific training or work instructions for the execution of the Assignment, the hours spent on this by the Flexible Worker shall be charged to the Client as hours worked, unless otherwise agreed.

#### **Article 10 Placement and selection**

- 10.1 The Client shall provide YoungCapital with accurate information regarding the position, working hours, working times, activities, place of work and working conditions relating to the Flexible Worker, as well as regarding the intended duration of the Assignment. YoungCapital proposes one or more Flexible Workers on the basis of the information provided by the Client. YoungCapital introduces the Flexible Workers and the Client shall be entirely free to choose the Flexible Worker to be placed in respect of the Assignment.

#### **Article 11 Proper performance of management and supervision; Client's professional and proper conduct**

- 11.1 The Client shall in respect of the Flexible Worker apply all due care and accuracy with respect to its management and supervision, as well as to the performance of the work, in the same manner as it is obliged to do with respect to its own employees.
- 11.2 Unless otherwise agreed in writing, the Client shall not be permitted to 'lend' the Flexible Worker in turn to a third party, i.e. place the Flexible Worker with a third party for the performance of work under the management and supervision of such third party (the end client). On-lending to a third party also includes on-lending to a (legal) person with whom the Client is affiliated in a group (group), as referred to in Book 7, article 691, paragraph 6 of the Dutch Civil Code.
- 11.3 In the event of on-lending, the Flexible Worker shall be entitled to the Hirer's Pay applicable to the end customer. In accordance with article 5, the Client is responsible for providing YoungCapital with accurate information on the Hirer's Pay. In the case of on-lending, the Client is responsible for compliance with these General Terms and Conditions. The client shall at all times indemnify YoungCapital against any claim by the Flexible Worker and the end client.
- 11.4 The Client may only employ the Flexible Worker in deviation from the provisions of the Assignment and General Terms and Conditions, if so agreed by YoungCapital in writing in advance. Such consent may be subject to conditions. Changes in position and/or responsibility must therefore be approved by YoungCapital. Changes may affect the amount of the fee.
- 11.5 Employment of the Flexible Worker abroad is only possible under the strict management and supervision of the Client and for a limited period of time and if this has already been agreed in writing with YoungCapital at the Assignment and the Flexible Worker has agreed to this in writing. The Client shall arrange for items such as visas, insurances and other items and costs required for Placement abroad. The client indemnifies YoungCapital against any liability arising from a Placement abroad.
- 11.6 The Client will compensate the Flexible Worker for the damage it suffers because an item, which is the Client's property and which has been used for the assigned work, has been damaged or destroyed.
- 11.7 YoungCapital shall not be liable to the Client for any damage and/or loss to the Client, third parties or to the Flexible Workers themselves arising from the Flexible Worker's acts or omissions. YoungCapital not liable either for damage resulting from intent or deliberate recklessness on the part of the Flexible Worker.
- 11.8 YoungCapital shall not be liable to the Client for any obligations that the Flexible Workers have entered into with or that have arisen for them in respect of the Client or third parties, whether or not with the consent of the Client or third parties.
- 11.9 The Client indemnifies YoungCapital against any liability of YoungCapital in respect of this article.



- 11.10 The Client shall, as far as possible, take out adequate insurance against liability on the basis of the provisions of this article.

## **Article 12 Safety and indemnification guarantees**

- 12.1 The Client confirms that he is aware of the fact that he is regarded as an employer under the Working Conditions Act.
- 12.2 The Client shall furnish and maintain the locations, equipment and tools provided by the Client to the Flexible Worker in order to perform his work in such a way, and shall take such measures and provide such instructions for the performance of the work of the Flexible Worker as are reasonably necessary to prevent the Flexible Worker from being caused damage in the broadest sense of the word in the performance of his work. The Client expressly declares that it is familiar with the operation of Book 7, article 658 of the Dutch Civil Code (in particular Book 7, article 658, paragraph 4 of the Dutch Civil Code), as well as with the obligations arising for the Client from the Working Conditions Act and related regulations with respect to the Flexible Workers.
- 12.3 The Client shall provide YoungCapital and also the Flexible Worker with information on the professional qualification required of the Flexible Worker prior to commencement of the agency work, as well as a document containing the specific features of the job to be started. The Client shall actively inform the Flexible Worker with regard to the risk inventory and evaluation (RI&E) used within its company.
- 12.4 If the Flexible Worker suffers an industrial accident or an occupational disease (Book 7, article 658 of the Dutch Civil Code), the Client shall, if and to the extent that the law so provides, immediately inform the competent authorities and ensure that a report is drawn up immediately. This report shall record the facts of the accident in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent such an industrial accident or such an occupational disease. The Client shall inform YoungCapital as soon as possible of any industrial accident or occupational disease and shall provide YoungCapital with a copy of the report.
- 12.5 If the employee dies or suffers (serious and permanent) injury, the Client shall, with due regard for the provisions of Book 6, articles 107 108 of the Dutch Civil Code, compensate the person or persons referred to in these articles for the damage.
- 12.6 The Client shall compensate the Flexible Worker for all damage suffered by the Flexible Worker in relation to the performance of the work, if and to the extent that the Client and/or YoungCapital is liable for such damage.
- 12.7 The Client shall indemnify YoungCapital against all claims or demands of the Flexible Worker or third parties based on this article.
- 12.8 The Client shall take out adequate insurance against liability on the basis of the provisions of this article. At the request of YoungCapital, the Client will provide proof of insurance.

## **Article 13 Timekeeping and Invoicing**

- 13.1 Invoices are made and submitted in accordance with the timekeeping method agreed with the Client and furthermore on the basis of the terms agreed in the Assignment, by agreement or these terms and conditions. Unless otherwise agreed, timekeeping shall take place through timekeeping records approved by the Client in writing or through YoungCapital's online timekeeping system (hereinafter jointly referred to as 'timekeeping') approved by the Client. The client and YoungCapital may agree that timekeeping takes place in a different manner.
- 13.2 By signing or online approval, the Client ensures and guarantees that the correct number of hours and overtime hours as well as all other information are clearly stated in the timekeeping records and that

any actual costs or expenses incurred are truthfully entered.

- 13.3 The Client must be able to demonstrate the number of hours worked by the Flexible Worker. In the event of an on-call agreement, the Client must also be able to demonstrate at what time the Flexible Worker was called up, whether a schedule/call was changed within 4 days prior to the start of the working day, unless otherwise agreed in writing.
- 13.4 In the event of any discrepancy between the timekeeping record submitted to YoungCapital and the copy retained by the Client, the timekeeping record submitted to YoungCapital for the financial settlement included in the invoice will serve as full proof, unless the Client can prove the inaccuracy of the form and notifies YoungCapital in writing within seven calendar days after the timekeeping record has been signed. Hours approved online by the Client are at all times considered to be complete proof.
- 13.5 In the event that the Flexible Worker disputes the Client's timekeeping records of the Client or if the hours worked and submitted by the Flexible Worker are not approved within 14 calendar days, YoungCapital shall be entitled to set the hours worked at the number indicated by the Flexible Worker, unless the Client can prove that the statement of the number of hours worked by the Flexible Worker is incorrect and that YoungCapital has timely access to the evidence and is entitled to use it in full within and outside a court of law.
- 13.6 Irrespective of the manner of timekeeping, the Client will be obliged to pay the hours, if they have been approved by the Client. After all, only the Client can check the accuracy of the hours worked. Any inaccuracies that have nevertheless been approved by the Client will therefore be for the Client's account.
- 13.7 The client is at all times obliged to pay any invoice submitted by YoungCapital within fourteen calendar days after the invoice date. If an invoice has not been paid within this period, Client shall be in default by operation of law from that moment without notice of default and shall be due an interest of 1% per month, whereby part of a month shall be counted as a full month. Suspension of payment or settlement is not permitted to the Client.
- 13.8 All companies under YoungCapital Holding B.V. are entitled to collect any outstanding amounts and each of the aforementioned companies is free to assign, pledge or collect the claims they have against Clients. The Client shall be discharged by its payment in such case. If YoungCapital considers it necessary to assign, transfer or provide security for a claim to third parties with respect to its business operations, the Client gives permission for this in advance. The Client undertakes to provide all cooperation that this may entail.
- 13.9 Complaints concerning any invoice must be submitted in writing to YoungCapital within seven calendar days after the invoice date. After this period, the Client's right to complain lapses. The burden of proof regarding the timely submission of the complaint is vested in the Client. If a complaint is submitted, the Client may nonetheless not invoke suspension of the payment obligation or not claim a set-off. This is without prejudice to the other provisions of this Article 13. YoungCapital may require additional security from its Client either before or during a current Assignment.
- 13.10 All costs of collecting the outstanding invoices shall be borne entirely by the Client. The compensation for extrajudicial costs is set at a minimum of 15% of the Client sum due, excluding interest, with a minimum of € 250 (two hundred and fifty euros) per claim. This fee will be charged and payable by the Client, without any further evidence, as soon as YoungCapital or the third party entitled to receive the payment has invoked legal assistance or the claim has been handed over for collection by YoungCapital or such third party. If the actual costs exceed 15%, YoungCapital or the third party is entitled to charge these actual costs.
- 13.11 Payments always serve to settle the longest outstanding invoices, regardless of the Client's instruction for allocation of the payment to a certain invoice, and in the following order: They first serve to pay the costs of collecting outstanding invoices from the Client. Payments are then deducted from interest payments already due. Subsequently, they are deducted from the outstanding principal amount and last

of all payments are deducted from current interest payments.

#### **Article 14 Prevention of unlawful discrimination**

- 14.1 In order to prevent undue discrimination, in particular regarding religion, belief, political affiliation, gender, race, age or any other reason, no requirements that are not related to the job may be made in the provision of information regarding the agency work to be assigned nor will they be considered by YoungCapital. The Client shall not make a prohibited distinction in any form whatsoever, and ensures that discrimination is prevented in the workplace.
- 14.2 The Client indemnifies YoungCapital against any consequences of unlawful discrimination committed by the Client.

#### **Article 15 Liability on the part of YoungCapital**

- 15.1 As a professional contractor, YoungCapital is required to make every effort to properly execute the Assignment. If and insofar as YoungCapital fails to comply with this obligation, YoungCapital is obliged, with due regard for the provisions of 15.3 below, to compensate the resulting direct damage from the Client, provided that the Client as soon as possible, yet no later than one month after the occurrence or after having become aware of such damage, submits a written complaint in this regard to YoungCapital and thereby demonstrates that the damage is the direct result of an attributable shortcoming on the part of YoungCapital.
- 15.2 To the extent necessary contrary to the provisions of the previous paragraph, YoungCapital shall not be liable for any damage as a result of incorrect selection of a Flexible Worker, unless the Client submits a written complaint to YoungCapital within seven calendar days after the start of the Placement and demonstrates that the incorrect selection is the direct result of an intentional act or omission or deliberate recklessness on the part of YoungCapital.
- 15.3 Any liability and/or obligation on the part of YoungCapital to pay compensation for damage suffered by the Client pursuant to these General Terms and Conditions or for any other reason whatsoever shall be limited to no more than 20% of the Client Fee applicable to the Flexible Worker pursuant to the Assignment for the intended term of the Assignment, to a maximum of thirteen weeks. In addition, the liability of each Client is limited to two cases per financial year. This maximum will lapse in the event of intent or deliberate recklessness on the part of YoungCapital. Liability of YoungCapital for indirect damage, including consequential damage, loss of profit, lost savings and damage due to interruption in the business operations, is excluded in all cases.
- 15.4 YoungCapital will in any case not be in default in respect of the Client and will not be obliged to pay compensation for any damage if:
- a. YoungCapital does not accept a request from the Client to provide a Flexible Worker; and/or
  - b. the contacts between the Client and YoungCapital prior to any Assignment, including a specific request from the Client to place a Flexible Worker, do not result in the actual Placement of a Flexible Worker for any reason; and/or
  - c. YoungCapital, for any reason, cannot or no longer place a Flexible Worker in accordance with the Assignment for any reason; and/or
  - d. The Client suffers damage as a result of the fact that the Client has provided the Flexible Worker with goods/goods for the performance of the work, which includes: car, laptop, mobile phone, keys, etc., and such goods or items are not returned or are damaged.

## Article 16 Aliens Employment Act and Identification of Flexible Workers

- 16.1 In case YoungCapital provides an alien to the Client within the meaning of the Aliens Employment Act (hereinafter: WAV), the Client expressly confirms to be aware of Article 15 of the WAV, which means, among other things, that at the commencement of the work, the Client must receive a copy of the document referred to in Article 1 of the Compulsory Identification Act from the alien. On the basis of the aforementioned document, the Client will establish the identity of the foreign national and will include a copy of the document in its admin records. YoungCapital is not responsible or liable for any fine imposed on the Client under the Aliens Employment Act.
- 16.2 If YoungCapital is faced with a fine for breach of the WAV as a result of an omission, act or violation by the Client, the Client is obliged to compensate YoungCapital for this fine and all resulting damage (including, but not limited to, legal costs).
- 16.3 The Client is obliged to have every Flexible Worker placed by YoungCapital identify himself before the commencement of the work and to comply with the legal obligations applicable to the Client in this regard. YoungCapital will make sure that its Flexible Workers are aware of this obligation.

## Article 17 Flexible Worker's personal data

- 17.1 The Client shall observe confidentiality with regard to all personal data of a Flexible Worker disclosed by YoungCapital before and during the Assignment and, more specifically, shall only process such data in accordance with the applicable privacy legislation, including the General Data Protection Regulation. YoungCapital can therefore never provide certain information to the Client if this conflicts with applicable privacy legislation.
- 17.2 YoungCapital does not provide access to the data of its Flexible Workers. It is therefore not possible to audit YoungCapital for compliance, and to view personal data of Flexible Workers. Moreover, such audits will not be necessary, as YoungCapital has been checked for compliance through ABU, SNA and SNCU audits. In the event of a pre-agreed audit option, YoungCapital will only be able to provide access to anonymised documents.
- 17.3 The Client shall fulfil its obligation to provide information to Flexible Workers, and in any event shall inform Flexible Workers of the categories of personal data processed by the Client, the manner in which, when and for what purposes the data will be processed. The client indemnifies YoungCapital against any damage or liability resulting from this, including fines.
- 17.4 Where the Client has its own responsibility for the processing of the personal data of Flexible Workers, the Client shall explicitly be responsible for compliance with its statutory obligations under the applicable privacy legislation. The client indemnifies YoungCapital against any damage or liability resulting from this, including fines.
- 17.5 If necessary for YoungCapital to comply with legal obligations on the basis of applicable privacy legislation, the Client shall cooperate in full with YoungCapital to that end, such as in the case when a Flexible Worker submits a request for the exercise of his or her right to removal.

## Article 18 Confidentiality

- 18.1 At the further request of the Client, YoungCapital will stipulate in its relationship with the Flexible Worker that the Flexible Worker must observe complete confidentiality with regard to business or other confidential information with respect to the Client and its business activities. However, YoungCapital shall not be liable for any damage suffered by the Client as a result of the Flexible Worker's breach of this duty of confidentiality.
- 18.2 The Client shall be free to impose a direct obligation of confidentiality on the Flexible Worker. The Client shall inform YoungCapital of its intention to do so and shall provide YoungCapital with a copy of

the declaration/agreement drawn up in this respect. YoungCapital is not a party to this agreement.

- 18.3 The Client is aware that any agreements made by the Client with the Flexible Worker, including penalty clauses, cannot be recovered by YoungCapital from the Flexible Worker. It is not possible either to recover damage caused by fraud or theft from the Flexible Worker via settlement by YoungCapital.

#### **Article 19 Obligations regarding the Act on the Posting of Workers by Intermediaries and the ABU CLA**

- 19.1 The Client expressly declares to be familiar with Article 8b of the Act on the Posting of Workers by Intermediaries (hereinafter: WAADI) and ensures that Flexible Workers have access to the business facilities or services in his company, in particular canteens, childcare facilities and transport facilities, as well as the employees who work for the Client's company in similar or equivalent positions, unless the difference in treatment is justified for objective reasons.
- 19.2 The Client expressly declares to be familiar with Article 8c of WAADI and shall ensure that vacancies within his company are brought to the attention of the temporary employee in a timely and clear manner, so that the temporary employee has the same opportunities for an employment contract for an indefinite period of time as the employees of that company.
- 19.3 The Client expressly declares to be familiar with Article 10 of the WAADI. YoungCapital is not permitted to provide employees to (part of) the Client's company in case of a strike, lockout or sit-down strike. The Client will inform YoungCapital in a timely and complete manner about the intention, commencement and continuation or termination of collective actions organised or not organised by the trade unions, including but not limited to strikes, lock-outs or sit-ins. In conducting its management and supervision of the Flexible Worker, the Client shall ensure that Article 10 WAADI is not violated. The Client shall therefore not issue any orders to the Flexible Worker as a result of which this article is violated, such as, but not limited to, having Flexible Workers carry out work that is normally carried out by employees who are participating in the collective actions at such time.
- 19.4 The Flexible Worker should be given the opportunity to take part in trade union activities, without being hindered or disadvantaged by both YoungCapital and the Client.
- 19.5 The Client is liable for damages (including fines) resulting from non-compliance with this article and shall fully indemnify YoungCapital in this respect, or compensate YoungCapital for these damages without delay.

#### **Article 20 Other provisions**

- 20.1 If one or more provisions of these General Terms and Conditions and/or of the corresponding Assignment are not valid and/or are not binding and/or are in conflict with any provision of mandatory law, the General Terms and Conditions and the associated Assignment shall otherwise remain in full force and effect, while YoungCapital shall, in consultation with the Client, lay down new provisions with regard to provisions that are void, annulled or annulable and as much as possible in keeping with the purport of the provisions that are void or annulled, as the case may be.
- 20.2 In the event of any conflict between the Dutch and English version of the General Terms and Conditions or the Assignment, the Dutch version shall prevail.
- 20.3 These General Terms and Conditions and the associated legal relationships, as well as any resulting disputes, are exclusively governed by Dutch law.
- 20.4 All disputes shall be exclusively settled in the first instance by the competent court of the district in which YoungCapital's head office is established, unless a mandatory statutory provision provides otherwise.

## Chapter 2

### Special conditions applicable to recruitment and selection

#### Article 20 Definitions

The terms below are defined as follows in addition to the above definitions, if and insofar as Recruitment & Selection is concerned:

<b>FEE</b>	The fee payable by the Client to YoungCapital.
<b>CANDIDATE</b>	The natural person recruited and selected by YoungCapital on the basis of an Assignment for the Client.
<b>R&amp;S ASSIGNMENT</b>	The search for and making contact with suitable candidates in order to fill a vacancy in the Client's company or for work/services to be performed at the Client's company on the basis of the information provided by the Client.

#### Article 21 Fee and details of the R&S Assignment

- 21.1 The Fee may consist of either a fixed amount agreed in advance, or a previously agreed percentage of the gross annual salary offered to the Candidate, plus a holiday allowance. Exceptions may be agreed in writing between the Parties.
- 21.2 Unless agreed otherwise in writing in advance, the Fee will only be due if the R&S Assignment has resulted in an employment contract or appointment as a civil servant or in an Assignment agreement between the Client and the Candidate selected by YoungCapital.
- 21.3 Where relevant, the R&S Assignment will include the duration of the Recruitment & Selection, the manner in which it is implemented by YoungCapital and the Fee.

#### Article 22 Selection of the Candidate

- 22.1 The Client decides at all times whether it wishes to offer a Candidate selected by YoungCapital an agreement as referred to in article 21.2. YoungCapital is therefore in no way liable for any damage, in the broadest sense of the word, directly or indirectly caused by the Candidate provided by YoungCapital.

#### Article 23 Liability

- 23.1 YoungCapital will in any case not be in default in respect of the Client and will not be obliged to pay compensation for any damage if:
- YoungCapital does not accept a request from the Client for Recruitment & Selection; and/or
  - the contacts between the Client and YoungCapital prior to a possible R&S Assignment, including a specific application by the Client for Recruitment & Selection, do not lead to the actual Recruitment & Selection of a Candidate for any reason whatsoever.
- 23.2 The Client is not permitted to employ a Candidate offered or proposed by YoungCapital or introduced in any way, or to have such a Candidate carry out work, whether or not via third parties, within six months after the Candidate's introduction to the Client under the R&S Assignment. In the event of violation or non-compliance, the Client will be due to YoungCapital an amount of € 17,500 exclusive of VAT per Candidate, which is without prejudice to YoungCapital's right to claim full damages.