

# GENERAL TERMS AND CONDITIONS YOUNGCAPITAL HOLDING B.V.

## Chapter 1

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

#### Article 1 Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

- **GENERAL TERMS AND CONDITIONS** These General Terms and Conditions of YoungCapital Holding B.V. are, unless stipulated otherwise, applicable to the provision of Flexible Workers by companies belonging to the YoungCapital Holding B.V. group, meaning the companies in which YoungCapital Holding B.V. directly or indirectly holds a majority interest, hereinafter: 'YoungCapital'.
- **CLA** The applicable, currently prevailing, ABU CLA for temporary workers (Collective Labour Agreement).
- **FLEXIBLE WORKER (FLEXKRACHT)** Any natural person who has entered into a temporary employment contract as referred to in Article 7:690 of the Dutch Civil Code (BW) (or intends to enter into one) with the temporary employment undertaking to perform work for a third party (the Client) under the direction and supervision of that third party.
- **EQUIVALENT REMUNERATION (GELIJKWAARDIGE BELONING)** The Equivalent Remuneration as defined in the prevailing CLA.
- **REMUNERATION (BELONING)** All employment conditions applicable at the Client that form the basis for determining the Equivalent Remuneration in accordance with the provisions of Chapter 4 CLA.
- **ASSIGNMENT (OPDRACHT)** The agreement between the Client and YoungCapital on the basis of which YoungCapital provides the Client with one or more Flexible Workers to perform work under the direction and supervision of the Client, against payment of the Client Rate. The assignment is also called "assignment" or "placement" confirmation.
- **CLIENT (OPDRACHTGEVER)** The counterparty of YoungCapital.

- **(CLIENT) RATE (OPDRACHTGEVERSTARIEF)** The amount that YoungCapital charges the Client per normal hour (= 100% hour without surcharges) with regard to a Flexible Worker. In addition, supplementary costs, including employer's costs, for surcharges (e.g., for overtime, shifted hours, irregular and shift allowances), cost reimbursement, ADV (reduction of working hours), IKB (individual choice budget), vacation days, pension surcharge, etc., and other costs in connection with the Equivalent Remuneration and VAT are charged, unless explicitly stated otherwise.
- **PARTIES (PARTIJEN)** YoungCapital and Client together.
- **PROVISION (TERBESCHIKKINGSTELLING)** The employment of a Flexible Worker at the Client within the framework of an Assignment.
- **TEMPORARY EMPLOYMENT CLAUSE (UITZENDBEDING)** The provision in the Temporary Employment Contract between the temporary employment undertaking and the Flexible Worker, which stipulates that the Temporary Employment Contract ends by operation of law because the Provision of the Flexible Worker by the Temporary Employment Undertaking to the Client ends at the request of the Client (Article 7:691 paragraph 2 of the Dutch Civil Code).
- **TEMPORARY EMPLOYMENT UNDERTAKING (UITZENDONDERNEMING)** One of the companies resorting under YoungCapital Holding B.V. insofar as this company has declared these General Terms and Conditions applicable to the Assignment.
- **TEMPORARY EMPLOYMENT PHASE A (UITZENDFASE A)** The Flexible Worker is employed in Phase A as long as they have not yet worked for the same Temporary Employment Undertaking for more than 52 weeks.
- **TEMPORARY EMPLOYMENT PHASE B (UITZENDFASE B)** The Flexible Worker is employed in Phase B as soon as the employment contract is continued after the completion of Phase A, or if a new employment contract is entered into within 26 weeks after the completion of Phase A. Phase B then lasts a maximum of three years and a maximum of 6 employment contracts may be entered into during this phase.
- **TEMPORARY EMPLOYMENT PHASE C (UITZENDFASE C)** The Flexible Worker is employed in Phase C as soon as the employment contract is continued after the completion of Phase B, or if a new contract is entered into within 26 weeks after the completion of Phase B. In Phase C, the Flexible Worker is always employed on the basis of an employment contract for an indefinite period.
- **YOUNGCAPITAL** The Temporary Employment Undertaking supplying and/or invoicing under an Assignment, belonging to the YoungCapital Holding B.V. group.
- **YOUNGCAPITAL HOLDING B.V.** The 'group company', with Chamber of Commerce number 34199418, under which the temporary employment undertakings belonging to YoungCapital Holding B.V. resort, directly or indirectly.

## **Article 2 General provisions**

### **Applicability**

1. These General Terms and Conditions apply to all offers, Assignments, and other agreements of YoungCapital insofar as they relate to the provision of Flexible Workers to the Client or related services, and insofar as no deviating conditions of another entity belonging to YoungCapital Holding B.V. have been declared applicable.
2. The applicability of any General Terms and Conditions used by the Client is expressly rejected.
3. These General Terms and Conditions replace the General Terms and Conditions of an earlier date.

### **Deviations**

1. Deviations from these General Terms and Conditions are only binding if and insofar as YoungCapital has agreed to them in writing.

### **Assignment**

1. The Assignment can be entered into with guaranteed hours or without guaranteed hours. In addition, the Assignment can be entered into for a definite or indefinite period. Unless otherwise agreed, an Assignment for an indefinite period with (a minimum number of) guaranteed hours is entered into with the Client.
2. These General Terms and Conditions apply to every Assignment. An Assignment is deemed to have been entered into and deemed to be agreed if the Client allows the Flexible Worker (named in the Assignment) to start their work, regardless of whether the Client has given (written) consent to the Assignment. An Assignment is sent to the Client by post, by e-mail or placed in the Client's digital environment (Client Portal).
3. The moment the flexible worker switches to an agreement with guaranteed hours, the Assignment with the Client will also automatically be changed to an Assignment with those agreed guaranteed hours and the payment conditions, agreements on continued payment of hours, and all other agreements in this regard will automatically change in accordance with the agreements in these General Terms and Conditions. The transition from non-guaranteed hours to guaranteed hours does not automatically mean that a new assignment confirmation will be sent. However, the termination options as stated in Articles 2.9 and 2.10 apply.
4. An Assignment for a definite period ends automatically at the end of the period for which it was entered into. The Client will indicate no later than 1 month before the Assignment ends whether the Assignment will be extended. This is in connection with the notice period to be observed towards the flexible worker.
5. The Assignment without guaranteed hours:
  - The Assignment without guaranteed hours for a definite period ends automatically at the end of the period for which it was entered into.
  - The Assignment without guaranteed hours can, regardless of whether it was entered into for a definite or indefinite period, be terminated

prematurely with due observance of the following notice periods:

- Entered into for 0 to 25 weeks: 5 calendar days
- Entered into for 26 weeks and more: 10 calendar days
- Entered into for an indefinite period: 10 calendar days

6. The Assignment with guaranteed hours:
  - The Assignment with guaranteed hours is agreed for a minimum number of hours.
  - The Assignment with guaranteed hours entered into for a definite period is in principle not prematurely terminable.
  - For the Assignment with guaranteed hours entered into for an indefinite period, a notice period of 3 months applies.
7. Termination must take place in writing. If the Assignment is continued after the end of the Assignment, it is deemed to have been extended under the same conditions and for the same period, taking into account Article 2.12, whereby a minimum extension of 4 weeks must apply. YoungCapital has the right to unilaterally terminate this continued agreement immediately if YoungCapital cannot agree to the conditions and duration under which the continued agreement has been extended.

#### **Extension**

1. Extension of the Assignment is not straightforwardly possible due to obligations under the CLA. In the event of an extension of the Assignment following within 1 month of a previous Assignment, an extension will be agreed for a minimum duration of 4 weeks. If YoungCapital has a wage continuation obligation for the duration of 4 weeks, YoungCapital will invoice the hours for at least the minimum period of 4 weeks.

#### **Changes**

1. All changes resulting from the introduction or amendment of a (new) CLA, case law, and/or other laws and regulations must be applied by YoungCapital and will automatically be included/changed in the agreement/conditions that apply between YoungCapital and the Client and will be passed on to the Client. By accepting the General Terms and Conditions, the Client agrees in advance to the implementation and invoicing of (the consequences of) these changes.
2. By accepting these conditions, the Client agrees in advance that these General Terms and Conditions, in addition to what is already included in these General Terms and Conditions regarding changes, can also be unilaterally changed, for example, as a result of new or changed CLA, case law, and/or other laws and regulations. Therefore, the most recent General Terms and Conditions will always apply.

#### **Article 3 The Provision**

1. YoungCapital can provide Flexible Workers under a Temporary Employment Contract with or without a Temporary Employment Clause. If the Temporary Employment Contract contains the Temporary Employment Clause, the Assignment can be terminated prematurely at the request of the Client during the first 26 weeks, unless the Parties have agreed otherwise in writing. If the provision has lasted longer than 26 weeks, a notice period of at least ten

calendar days applies. Termination must always take place in writing (also by e-mail).

2. A Provision commences on the date stated in the Assignment. In the absence of a (written) Assignment, the Provision is deemed to have been entered into on the date on which the Flexible Worker commences their work at the Client with the application of a factor of 2.5 on all elements of the Remuneration as the Client Rate, which will be corrected after agreement. The Assignment ends on the end date stated in the Assignment. If an Assignment has not yet been signed at the start of the Flexible Worker's activities, the Client is deemed to agree to the Assignment Confirmation the moment the Flexible Worker commences their activities at the Client.
3. The Temporary Employment Contract that does not contain the Temporary Employment Clause is a Temporary Employment Contract for a Definite Period. In that case, the Assignment with the Client is also entered into for a Definite Period, and Article 2.6 also applies, unless deviating notice periods have been agreed.
4. A Flexible Worker is never exclusively provided to one Client. YoungCapital is at all times entitled to (re)place a Flexible Worker elsewhere.
5. If a Flexible Worker is at any time considered a payroll worker, all employment conditions—whether retroactively or not—that apply to the Flexible Worker will be granted, and the associated costs, including conversion factor, statutory increase, and statutory interest, will be invoiced to the Client.

#### **Article 4 Replacement**

1. YoungCapital is entitled, but not obliged, to provide a replacement Flexible Worker for the remaining duration of the Assignment upon termination of the Provision during the term of the Assignment.
2. The Client and YoungCapital can, in the event of temporary hindrance of the Flexible Worker to perform the temporary work—such as in the case of illness—further agree that YoungCapital will temporarily provide a replacement Flexible Worker. In that case, the Provision of the replacement Flexible Worker ends at the request of the Client as soon as the temporary hindrance of the original Flexible Worker has ended and the Provision of the original Flexible Worker is resumed, unless the Parties agree otherwise in writing.
3. YoungCapital is at all times entitled to make a proposal to the Client for the replacement of a provided Flexible Worker by another Flexible Worker while continuing the Assignment, with a view to YoungCapital's business or personnel policy, preservation of employment, or compliance with applicable laws and regulations, in particular the dismissal guideline for the temporary employment sector, the Participation Act, and the Gatekeeper Improvement Act (Wet Verbetering Poortwachter). The Client will only reject such a proposal on reasonable grounds. The Client will, if requested, motivate any rejection in writing.
4. YoungCapital is not culpably in breach towards the Client and is not obliged to compensate the Client for any damage or costs if YoungCapital is allowed to replace or re-place a Flexible Worker but does not replace or re-place them for whatever reason. In that case, the Client is also not obliged to pay the Client Rate, unless the cause for not replacing or re-placing the Flexible Worker is

attributable to the Client.

#### **Article 5 Hourly Remuneration and Client Rate**

1. Before the start of the Assignment, the Client provides the description of the function to be performed by the Flexible Worker and the associated classification in the Client's remuneration scheme (Remuneration) in accordance with the provisions of 5.2 of these General Terms and Conditions. The Client is obliged to provide all requested information of the Remuneration, in the ways requested by YoungCapital, so that YoungCapital can arrive at the Equivalent Remuneration, as referred to in Article 21 CLA.
2. YoungCapital is obliged under the CLA to apply and determine the Equivalent Remuneration based on Chapter 4 CLA. The Client is obliged to provide timely, correct, and complete information (Remuneration) regarding the function to be performed by the Flexible Worker, the associated classification, and the applicable elements that are requested to arrive at the Equivalent Remuneration mentioned in Chapter 4 CLA. If changes occur in the Client's remuneration scheme(s), based on YoungCapital's request in (currently) [inlenersportaal.com](https://inlenersportaal.com) of [CAOloon.com](https://CAOloon.com), the Client must immediately report this to YoungCapital. If the request by YoungCapital needs to be expanded due to changed insights regarding the equivalence of the remuneration, the Client already agrees in advance that those changes can also be implemented by YoungCapital and that they will be provided by the Client. YoungCapital will also periodically inquire whether the requested Remuneration of the Client is still current. After approval by the Client, YoungCapital may assume the accuracy of the provided and completed data.
3. YoungCapital can process the CLA and/or Remuneration of the Client and all other employment conditions necessary for determining the Client's Equivalent Remuneration on behalf of the Client in a digital environment (portal) to be designated by YoungCapital, currently via [inlenersportaal.com](https://inlenersportaal.com) of [CAOloon.com](https://CAOloon.com). The Client remains ultimately responsible for providing and approving the complete and correct requested Remuneration. The Client must view, check, and approve the entered information. If it appears (afterwards) that the entered Remuneration is not correctly or completely reflected in [inlenersportaal.com](https://inlenersportaal.com) of [CAOloon.com](https://CAOloon.com) (or other portal proposed by YoungCapital), this remains the responsibility of the Client, and the Flexible Worker will be compensated (whether retroactively or not) and the Client will pay the amount involved to YoungCapital. After approval by the Client, YoungCapital may assume the accuracy of the provided and completed data.
4. If the Client's policy is to also determine the starting wage based on work experience, this policy also applies to the Flexible Worker. Therefore, if this is the policy, the Client must provide the correct information regarding the classification, whereby, among other things, training, work experience, and competencies must be taken into account. Also, upon the return of the Flexible Worker to the same Client, or to a client in the same CLA area in an almost identical function, or in the case of successive employers, the previous classification will be used for classification. Upon return within 9 months, an increment increase will also be granted if such an increase would have been granted during this interruption period and the Flexible Worker did not receive it



due to this interruption.

5. If the Client does not take into account work experience relevant to the function, as described in 5.4, relevant work experience must still be taken into account for the Flexible Worker, and the Flexible Worker cannot be classified in the lowest step of the applicable function scale. In consultation with the Flexible Worker, a suitable classification will be determined by the Client, taking into account the work experience relevant to the function.
6. The Client is responsible for the correct classification of the Flexible Worker based on relevant work experience in accordance with Article 5.4 and Article 5.5 of these General Terms and Conditions. The Client will provide YoungCapital with a substantiation for the classification of the Flexible Worker, which shows that relevant work experience has been taken into account in the classification of the Flexible Worker.
7. Periodic increments are granted to the Flexible Worker in the same way as at the Client, whereby previously gained relevant work experience with previous clients in an (almost) identical function must also be taken into account. If the periodic increment depends on the assessment of the Flexible Worker, the Flexible Worker will always receive this periodic increment in accordance with the CLA, unless the Client can demonstrate that the Flexible Worker would not have received a periodic increment according to the rules and procedures at the Client. The Client must therefore give a timely assessment to the Flexible Worker and timely provide a copy thereof to YoungCapital. In the absence of an assessment or timely assessment, or a copy thereof to YoungCapital, the Flexible Worker will receive a periodic increase that is demonstrably the most common at the Client.
8. If required, YoungCapital will make back payments and/or compensate the Flexible Worker (whether or not out of service) in the following cases, whether retroactively or not:
  1. If the Flexible Worker has not been paid correctly as a result of incorrect, incomplete, untimely, or non-provision of the information requested or changed by YoungCapital regarding the Remuneration (as requested by YoungCapital) of the Client by the Client;
  2. If the Flexible Worker has been incorrectly classified;
  3. If there are retroactive wage increases, whereby wage increases must in any case be implemented from the same time and with the same scope as at the Client;
  4. If there is another circumstance as a result of which the Flexible Worker has not been paid in accordance with the applicable Remuneration (Chapter 4 CLA);
  5. If the Flexible Worker is otherwise entitled to a (back) payment and/or compensation.

The amount involved (including conversion factor, statutory increase, statutory interest, and any extra costs, including any grossing up) will be invoiced to the Client. The Client agrees to this in advance by accepting these conditions.

9. The Client Rate owed by the Client to YoungCapital is calculated over the hours and, if applicable, the amount to which YoungCapital is entitled on the basis of the Assignment/General Terms and Conditions. If no guaranteed hours have been agreed,

the Client Rate is in principle calculated over the hours actually worked by the Flexible Worker. If guaranteed hours have been agreed, the hours guaranteed (agreed) by the Client in the Assignment will be charged, regardless of whether they have been worked (except for vacation and illness), unless otherwise agreed. Hours that a Flexible Worker cannot or may not work due to the actions of the Client, in the broadest sense of the word, will at all times be charged to the Client, this includes in any case hours that must be paid to the Flexible Worker on the basis of Article 8. In addition to the Client Rate, the applicable surcharges, ADV, cost reimbursements, and other reimbursements owed by YoungCapital, including employer's costs with regard to the Flexible Worker (also called: supplementary costs) and any extra costs (for example, for grossing up) are charged to the Client. VAT is charged on the Client Rate, ADV, surcharges, cost reimbursements, and any other reimbursements. A conversion factor is also used for remuneration elements that are not mentioned in the quote, the rate sheet, or the framework agreement or otherwise stated. This factor is equal to the conversion factor over a normal/regular hour. The moment the flexible worker switches from Phase A, where no guaranteed hours have been agreed, to guaranteed hours, the payment conditions and agreements on continued payment of hours and all other agreements in this regard will automatically change in accordance with the general terms and conditions and/or the framework agreement/additional agreements. The transition from non-guaranteed hours to guaranteed hours does not automatically mean that a new assignment confirmation will be sent.

10. The Client Rate is calculated on the basis of the standard services offered by YoungCapital. The moment YoungCapital provides supplementary services to the Client (for example, planning Flexible Workers, more extensive screening, or a client-specific marketing campaign), YoungCapital is entitled to charge extra costs for this. YoungCapital endeavors to recruit and select a suitable Flexible Worker to make available to the Client to perform work under the direction and supervision of the Client for an agreed period. The standard service consists of: Introduction & discussing the vacancy with the Client, placing the vacancy on our website, telephone screening of the Flexible Worker, a selection interview by YoungCapital (1st interview), hour administration via online hours and import via the YoungCapital client upload portal.

11. Hours that a Flexible Worker cannot or may not work due to bad weather will at all times be charged to the Client, regardless of whether a claim can be made under the Bad Weather Scheme (Regeling Onwerkbaar Weer). If YoungCapital chooses to invoke the Bad Weather Scheme, the Client will be (partially) compensated if the claim is successful.

12. YoungCapital is in any case entitled to adjust the Client Rate and/or the supplementary costs in the interim:

a. if the hourly remuneration of the Flexible Worker is increased (on the basis of the CLA/Equivalent Remuneration/Remuneration) in connection with a periodic increase, initial wage increase, age, or otherwise;

and/or to charge (one-off) mandatory special benefits to Flexible Workers to the



Client;

b. if the costs of temporary employment increase:

\* as a result of a change in the CLA or in the Client's CLA and/or employment conditions scheme and/or other applicable employment conditions (the Remuneration);

\* as a result of changes in or including the changes in or as a result of the (social and fiscal) laws and regulations, the CLA, or any binding regulation;

\* as a result of an increase in the (objective) costs in the broadest sense of the word associated with the temporary employment of the Flexible Worker;

\* as a result of an increase in YoungCapital's costs in the broadest sense of the word;

c. annually on January 1 through price indexation (in accordance with CBS Consumer Price Index).

d. annually, with regard to all cost price elements including margin.

13 If the Flexible Worker is replaced by another Flexible Worker, the hourly remuneration with regard to that other Flexible Worker will be re-established, and the Client Rate will be adjusted accordingly.

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

1. The Client and its affiliated companies are only entitled to enter into an employment relationship with a Flexible Worker under the conditions mentioned in this article. Where this article refers to the Client, it also refers to the companies affiliated with this Client.
2. The Client who intends to enter into an employment relationship with the Flexible Worker must inform YoungCapital of this in writing in a timely manner before the Client implements this intention.
3. The Client will not enter into an employment relationship with a Flexible Worker as long as the Temporary Employment Contract between the Flexible Worker and YoungCapital has not been legally terminated.
4. If the Client enters into an employment relationship with a Flexible Worker who is made available to them on the basis of an Assignment for an Indefinite Period, before that Flexible Worker has worked 1,500 hours on the basis of that Assignment, the Client owes YoungCapital a fee, excluding VAT, amounting to 30% of the last applicable Client Rate over 1,500 hours minus the hours already worked by that Flexible Worker on the basis of the Assignment.
5. If the Client enters into an employment relationship with a Flexible Worker who is made available to them on the basis of an Assignment for a Definite Period, the Client owes a fee amounting to 30% of the last applicable Client Rate (calculated over the agreed or customary hours and extra/overtime hours) over the remaining duration of the Assignment or – in the case of an Assignment that is prematurely terminable – over the notice period not observed, with the

understanding that the Client always owes at least the fee referred to in paragraph 4, excluding VAT.

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 ends with effect from the day on which that employment relationship commences.
7. If the Client enters into an employment relationship with the Flexible Worker within six months after their Provision (regardless of whether it was based on an Assignment for a Definite or Indefinite Period) to the Client has ended, they owe the fee referred to in paragraph 4. This applies both in the event that the Client has approached the Flexible Worker for this – directly or through third parties – and when the Flexible Worker has applied to the Client – directly or through third parties.
8. If a (potential) Client initially came into contact with a (prospective) Flexible Worker through YoungCapital, for example because they were introduced to them by YoungCapital, and that (potential) Client enters into an employment relationship with that (prospective) Flexible Worker within six months after the contact was established, without the Provision being established, that (potential) Client owes a fee of 30% of the Client Rate that would have applied to the Flexible Worker concerned if the Provision had been established, over 1,500 hours. This also applies if the (prospective) Flexible Worker is made available to the (potential) Client through a third party.
9. For the application of this article, entering into an employment relationship with a Flexible Worker means:
  - entering into an employment contract, an agreement for work, and/or a contract for services by the Client with the Flexible Worker, whether or not for the same work;
  - appointing the Flexible Worker as a civil servant, whether or not for the same work;
  - having the Flexible Worker concerned made available to the Client by a third party (for example, another Temporary Employment Undertaking/payroll company), whether or not for the same work;
  - entering into an employment relationship by the Flexible Worker with a third party for the same or other work, where the Client and that third party are connected in a group (concern), or that one is a subsidiary of the other.
10. It is only permitted to enter into an employment relationship with a Flexible Worker after 1,500 hours if the Client becomes the employer of the Flexible Worker themselves. If the Client in turn puts the Flexible Worker back on the payroll of a third party, a takeover period of 2,500 hours applies.

#### **Article 7 Suspension of Provision of Flexible Workers**

1. If the Client fails to meet their payment obligations towards YoungCapital, YoungCapital is entitled to suspend the Assignment after a written demand for payment. The Client is also obliged to pay the Client Rate during this period of suspension over the last applicable or customary number of (over)hours per period (week, month, and the like) under the Assignment. A interest invoice will also be sent to the Client, which the Client is obliged to pay. YoungCapital

cannot guarantee that the Client will be provided with the same Flexible Worker at the moment the Client meets the payment obligations again.

2. YoungCapital is also entitled to terminate any (all) Assignment(s) 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 13.7. YoungCapital can never be held liable for damage resulting from the non-(timely) delivery of Flexible Workers, or the unilateral termination of the Assignment on the basis of this article.
3. Claims arising as a result of immediate termination on the basis of Article 7.2 are immediately due and payable without a further notice of default being required.

#### **Article 8 Special minimum payment obligation**

1. If a Flexible Worker is entitled to continued payment of called-up but not or partially worked hours on the basis of Article 7:628a of the Dutch Civil Code, these hours will be paid to the Flexible Worker and invoiced to the Client as worked hours. A Flexible Worker may also (in addition) be entitled to continued payment of agreed or already scheduled and/or changed hours on the basis of Articles 8.2 or 8.3.
2. The Client who has issued an hour guarantee is obliged to pay the hours agreed in the Assignment, regardless of whether the Flexible Worker has worked these hours. This does not apply to hours not worked due to illness or vacation, as these are for YoungCapital's account.
3. If the Flexible Worker is employed on the basis of an on-call contract or if there is an unpredictable work pattern within the meaning of Article 7:628b of the Dutch Civil Code, the Client can withdraw or change the call-up and/or the schedule free of charge no later than 5 days before the start of the working day for which they were called up. This is without prejudice to the provisions of Article 8.2. For the interpretation of this article, "days" means working days not being a Saturday, Sunday, or official public holiday. If YoungCapital is obliged to pay the call-up or the scheduled hours to the Flexible Worker (whether retroactively or not), the hours and costs (whether retroactively or not and including any statutory interest and increase) - including surcharges and other emoluments that the Flexible Worker would have received if they had worked - will be invoiced to the Client at the Client Rate, in deviation from Article 8 paragraph 1.
4. When Article 8.3 applies, the Client will, at the request of YoungCapital, provide schedules and planning of the Flexible Worker concerned, showing when the Flexible Worker was called up, whether and when the call-up was changed, and what the exact extent of the call-up and/or the change is (or was). If the Client cannot provide proof with regard to the foregoing, any hours or wages claimed by the Flexible Worker will be paid, and the costs (whether retroactively or not and including any statutory interest and increase) - including surcharges and other emoluments that the Flexible Worker would have received if they had worked - resulting from this will be invoiced to the Client. The foregoing obviously does not apply if YoungCapital itself is fully responsible for the schedules and planning, and the Client cannot influence them.
5. YoungCapital is not responsible or liable if a Flexible Worker does not show up.

6. Whenever the Flexible Worker has been employed for 12 months and has an on-call contract at that time, YoungCapital is obliged to make an offer to the Flexible Worker for a fixed employment scope of the average number of hours of the past 12 months. If the Flexible Worker accepts this offer, the Assignment will be deemed to have been entered into from that moment under the number of guaranteed hours included in the offer. The hours resulting from this will therefore automatically be invoiced to the Client.

#### **Article 9 Working hours, Training, and working times**

1. The working times, the number of working hours, and the rest periods of the Flexible Worker are the same as the times and hours customary at the Client, unless otherwise agreed in the Assignment. The working times, the number of working hours, and the rest periods of the Flexible Worker will not amount to more or less than is legally permitted at the Client. The Client guarantees that the working duration, the number of working hours, and the rest and working times of the Flexible Worker comply with the legal requirements, including the Working Hours Act (Arbeidstijdenwet). The Client ensures that the Flexible Worker does not exceed the permitted working times and/or working hours and the agreed scope of work.
2. If, in accordance with regulations and/or case law, there is overtime performed by the flexible worker or if another remuneration component applies that has not been (correctly) communicated by and/or is not correctly included in the Client's remuneration scheme and the Client uses an (overtime) surcharge or allowance, YoungCapital will also pay this surcharge or allowance to the Flexible Worker and invoice it to the Client in accordance with Article 5, regardless of what is stated about this in the Client's CLA/remuneration scheme.
3. If no fixed working times have been agreed with the Flexible Worker, the Flexible Worker is given the opportunity (in accordance with the CLA) to state their availability. This availability is leading for scheduling and can only be adjusted with the Flexible Worker's consent. The Client will only deploy/schedule the Flexible Worker in accordance with this arrangement and will record the consent in writing and provide it to YoungCapital in case of deviation.
4. The Client cannot oblige the Flexible Worker ( or YoungCapital) to be available more than can reasonably be justified on the basis of the working duration agreed on the Assignment Confirmation. Deviation is only possible with the Flexible Worker's consent. The Client must record this consent in writing and provide it to YoungCapital.
5. The Client is obliged to inform YoungCapital of the Client's business closures and collectively mandatory days off as soon as possible when entering into the Assignment, unless this was not foreseeable when entering into the Assignment. The Client is obliged to inform YoungCapital in a timely manner so that YoungCapital can incorporate this as much as possible into the legal relationship with the Flexible Worker.

If the business closure has not been reported and the Flexible Worker cannot work due to the business closure, the Client is obliged to continue to pay the Client Rate if YoungCapital owes the Flexible Worker the wages.

Flexible Workers are entitled to vacation days, special leave, etc. This will be scheduled as much as possible in consultation with the Client and must be in line with the Equivalent Remuneration.

6. The Client is obliged to inform YoungCapital before the Flexible Worker starts working, or as soon as possible after it becomes clear that this obligation exists or will exist, whether there is an obligation to offer the Flexible Worker cost-free training in accordance with Article 7:611a of the Dutch Civil Code. For the application of Article 7:611a of the Dutch Civil Code, the Flexible Worker is equated with the obligation that also applies to the Client's own employees on the basis of this article. The Client will in any case inform YoungCapital whether there is a mandatory training obligation based on law or CLA and whether the training is necessary to perform the work. In addition, the Client will provide information regarding the training and the hours set for attending the training.
7. If Article 9.6 applies, the Flexible Worker is entitled to cost-free training, the training time is considered working time, and the training must take place as much as possible during working hours. All resulting costs will be invoiced to the Client. Resulting costs include costs that must be incurred in connection with attending the training, such as travel costs, books and other study material, examination fees, and wage costs. If it subsequently appears that cost-free training should have been offered to the Flexible Worker, the costs and hours owed on the basis of Article 7:611a of the Dutch Civil Code or otherwise, related to this claim, will still be invoiced to the Client.
8. If the Flexible Worker requires specific training or work instructions for the execution of the Assignment (otherwise), which do not fall under Article 7:611a of the Dutch Civil Code, the hours that the Flexible Worker spends on this will be charged to the Client as worked hours, unless otherwise agreed.
9. The Client will compensate YoungCapital for all damage (including other costs) that YoungCapital suffers in connection with non-compliance with this article.
10. The Client indemnifies YoungCapital against all claims or demands from the Flexible Worker or third parties based on this article.

## **Article 10 Provision and selection**

10.1 The Client provides YoungCapital with detailed information regarding the function, working times, working duration, activities, workplace, 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 based on this information provided by the Client. YoungCapital proposes the Flexible Workers, and the Client is completely free in the choice of the Flexible Worker who is made available regarding the Assignment.

## **Article 11 Proper exercise of direction and supervision; good client practice**

1. The Client will, with regard to the Flexible Worker in the exercise of direction and supervision, as well as with regard to the performance of the work, act with the same due care as they are obliged to observe towards their own employees.
2. If tools are necessary for performing activities (e.g., for safe and healthy work), these tools will be provided to the Flexible Worker by or on behalf of the Client under the same conditions as apply at the Client. The costs involved are for the

Client's account.

3. Unless otherwise agreed in writing, the Client is not permitted to 'loan' the Flexible Worker to a third party; meaning making them available to a third party for performing activities under the direction and supervision of this third party (the end customer). Loaning to a third party also includes loaning to a (legal) person with whom the Client is connected in a group (concern), as referred to in Article 7:691 paragraph 6 of the Dutch Civil Code.
4. In the event of loaning, the Flexible Worker is entitled to the Equivalent Remuneration applicable at the end customer. The Client bears the responsibility, in accordance with Article 5, to provide YoungCapital with the correct information about the Equivalent Remuneration. In the event of loaning, the Client guarantees compliance with these General Terms and Conditions. The Client indemnifies YoungCapital at all times against any claim from the Flexible Worker and the end customer.
5. The Client can only employ the Flexible Worker in deviation from what is stipulated in the Assignment and General Terms and Conditions if YoungCapital has agreed to this in writing in advance. Conditions may be attached to this consent. Changes in function and/or responsibility must therefore be approved by YoungCapital. Changes may affect the rate.
6. Employment of the Flexible Worker abroad is only possible under strict direction and supervision of the Client and for a definite period and if this has already been agreed in writing with YoungCapital in the Assignment and the Flexible Worker has agreed to this in writing. This also applies to working from home abroad and in the case of a cross-border worker. The Client will arrange for, among other things, visas, insurance, and other matters and costs necessary for the Provision abroad. The Client indemnifies YoungCapital against any liability arising from a Provision abroad.
7. The Client will compensate the Flexible Worker for the damage they suffer because an item belonging to them, which was used in the context of the assigned activities, has been damaged or destroyed.
8. YoungCapital is not liable towards the Client for damages and/or losses to the Client, third parties, or to the Flexible Workers themselves arising from acts or omissions of the Flexible Worker. YoungCapital is also not liable for damage resulting from intent or deliberate recklessness of the Flexible Worker.
9. YoungCapital is not liable towards the Client for obligations that the Flexible Workers have entered into with or that have arisen for them towards the Client or third parties, whether or not with the consent of that Client or third parties.
10. The Client indemnifies YoungCapital against any liability of YoungCapital with regard to this article.
11. The Client will adequately insure themselves, as far as possible, against liability on the basis of the provisions in this article.

#### **Article 12 Guarantee of safety and indemnity**

1. The Client declares that they are aware that they are considered an employer in the Working Conditions Act.
2. The Client will arrange and maintain the premises, tools, and equipment in or with which they allow the Flexible Worker to perform activities, and take such measures and provide such instructions for the performance of the Flexible



Worker's activities as is reasonably necessary to prevent the Flexible Worker from suffering damage during the performance of their activities in the broadest sense of the word. The Client expressly declares that they are familiar with the operation of Article 7:658 of the Dutch Civil Code (in particular Article 7:658 paragraph 4 of the Dutch Civil Code), as well as with the obligations that arise for them from the Working Conditions Act and related regulations with respect to the Flexible Workers.

3. The Client will provide YoungCapital and also the Flexible Worker with information about the professional qualification required of the Flexible Worker, as well as a document containing the specific characteristics of the workplace to be occupied, before the start of the temporary employment. The Client provides the Flexible Worker with active information regarding the risk inventory and evaluation (RI&E) used within their company.
4. If the Flexible Worker suffers a company accident or an occupational disease (Article 7:658 of the Dutch Civil Code), the Client will, if and insofar as the law prescribes this, immediately inform the competent authorities thereof and ensure that a report is drawn up immediately. In this report, the circumstances of the accident will be recorded 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 a company accident or such an occupational disease. The Client informs YoungCapital as soon as possible of any company accident or occupational disease and provides YoungCapital with a copy of the report.
5. If the Flexible Worker dies or sustains (serious and permanent) injury, the Client will compensate the person or persons referred to in these articles for the damage, with due observance of the provisions of Articles 6:107 to 6:108 of the Dutch Civil Code.
6. The Client will compensate the Flexible Worker for all damage that the Flexible Worker suffers in the context of the performance of the activities, if and insofar as the Client and/or YoungCapital is liable for this.
7. The Client indemnifies YoungCapital against all claims or demands from the Flexible Worker or third parties based on this article.
8. The Client will adequately insure themselves against liability on the basis of the provisions in this article. At the request of YoungCapital, the Client will provide proof of insurance.
9. The Client will compensate YoungCapital for the damage that results from or is related to the company accident or the occupational disease to YoungCapital. This includes, but is not limited to, the continued payment of wages in the event of illness within the meaning of Article 7:629 of the Dutch Civil Code and the continued payment due to illness.

### **Article 13 Time Registration and Invoicing**

1. Invoicing takes place on the basis of the method of time registration agreed with the Client and furthermore on the basis of what is stipulated in the Assignment, agreement, or these conditions. Unless otherwise agreed, time registration is done by means of the time registration forms approved in writing by the Client or the hours approved by the Client via YoungCapital's online time

registration system (hereinafter jointly: 'time registration'). The Client and YoungCapital can agree that the time registration takes place in a different manner.

2. The Client ensures and guarantees, by signing or online approval, that the correct number of hours worked and overtime, as well as all other information, is clearly stated on the time registration and that any actually incurred costs (and reimbursements) are truthfully entered.
3. The Client must be able to demonstrate how many hours the Flexible Worker has worked. If there is an on-call contract, the Client must also be able to demonstrate when the Flexible Worker was called up, whether a schedule/call-up was changed within 4 days before the start of the working day, unless other agreements have been made in writing about this.
4. In the event of a difference between the time registration form submitted to YoungCapital and the copy retained by the Client, the work form submitted to YoungCapital for the settlement included in the invoice serves as complete proof, unless the Client can demonstrate the inaccuracy thereof and informs YoungCapital in writing within seven calendar days after signing the time registration form. Hours approved online by the Client always serve as complete proof.
5. If the Flexible Worker disputes the Client's time registration or if the hours worked and submitted by the Flexible Worker are not approved within 14 calendar days, YoungCapital is entitled to set the worked hours to the number stated by the Flexible Worker, unless the Client can prove that the Flexible Worker's statement of the number of hours worked is incorrect and YoungCapital can timely dispose of the evidence and may use it in and out of court without restriction.
6. Regardless of the method of time registration, the Client is obliged to pay for the hours if they have been approved by the Client. After all, only the Client can check the accuracy of the hours worked. Inaccuracies that are nevertheless approved by the Client are therefore for the Client's account.
7. The Client is at all times obliged to pay every invoice submitted by YoungCapital within fourteen calendar days after the invoice date. If an invoice has not been paid within this period, the Client is in default by operation of law from that moment, without notice of default being required, and owes interest of 1% per month, whereby a part of a month is counted as a full month. Suspension of payment or set-off is not permitted to the Client.
8. All companies resorting under YoungCapital Holding B.V. are authorized to collect, and each of the aforementioned companies is free to cede, pledge, or transfer the claims they have on Clients for collection. In that case, the Client pays with discharging effect. If YoungCapital considers it necessary, in the context of its business operations, to cede, transfer, or provide security for claims on Clients to third parties, the Client gives prior permission for this. The Client undertakes to provide all cooperation that this may entail.
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 timely submission of the complaint rests with the Client. If a complaint is submitted, the Client can nevertheless not invoke suspension of the payment

obligation or set-off. This is without prejudice to the other provisions in this Article 13. YoungCapital may require additional security from its Client. This can be both before and during an ongoing Assignment.

10. All costs of collection of the outstanding invoices are entirely for the account of the Client. The compensation for extrajudicial costs is set at a minimum of 15% of the principal sum owed excluding interest with a minimum of € 250,= (two hundred and fifty euros) per claim. This compensation will always be charged and owed by the Client, without any further proof, as soon as legal assistance is invoked by YoungCapital or by the third party entitled to receive the payment, or the claim is handed over by YoungCapital or that third party for collection. If the actual costs are higher than 15%, YoungCapital or the third party is entitled to charge these actual costs.
11. Payments are always intended to settle the oldest outstanding invoices, regardless of the Client's instruction as to which invoice they should be allocated, and in the following order: First, they serve to settle the costs for collection of outstanding invoices on the Client. Subsequently, payments are deducted from already lapsed interest installments. Then they are deducted from the outstanding principal sums, and finally, payments are deducted from the running interest installments.

#### **Article 14 Prevention of inadmissible discrimination**

14.1 To prevent inadmissible distinction, in particular based on religion, belief, political persuasion, gender, race, age, or any other ground, no requirements not relevant to the function may be stipulated when providing the information concerning the temporary work to be assigned, nor will they be taken into account by YoungCapital. The Client will not make prohibited distinctions in any form whatsoever and will also ensure that discrimination in the workplace is prevented.

14.2 The Client indemnifies YoungCapital against the possible consequences of inadmissible distinction made by them.

#### **Article 15 YoungCapital's liability**

1. YoungCapital is obliged, as a good contractor, to endeavor to execute the Assignment properly. If and insofar as YoungCapital fails to comply with this obligation, YoungCapital is obliged, with due observance of the provisions hereinafter in 15.3, to compensate the resulting direct damage of the Client, provided that the Client submits a written complaint about this to YoungCapital as soon as possible, but no later than one month after the occurrence or after becoming aware of that damage, and thereby demonstrates that the damage is the direct result of an attributable shortcoming on the part of YoungCapital.
2. YoungCapital is, insofar as necessary in deviation from the provisions in the previous paragraph, not liable for any damage resulting from incorrect selection of a Flexible Worker, unless the Client submits a written complaint about this to YoungCapital within seven calendar days after the start of the Provision and

thereby demonstrates that the incorrect selection is the direct result of intent or deliberate recklessness on the part of YoungCapital.

3. Any liability and/or obligation of YoungCapital to compensate the Client for damage, on the basis of these General Terms and Conditions or on any other basis whatsoever, is limited to a maximum of 20% of the Client Rate that was applicable for that Flexible Worker under the Assignment over the intended duration of the Assignment with a maximum of thirteen weeks. Per Client, the liability is also limited to two cases per financial year. This maximum lapses if there is intent or deliberate recklessness on the part of YoungCapital. Liability of YoungCapital for indirect damage, including consequential damage, lost profit, missed savings, and damage due to business interruption, is excluded in all cases.
4. YoungCapital is in any case not in breach towards the Client and is not obliged to compensate for any damage if:
  1. YoungCapital does not process a request from the Client to provide a Flexible Worker; and/or
  2. the contacts between the Client and YoungCapital preceding a possible Assignment, including a concrete request from the Client to provide a Flexible Worker, do not lead to the actual Provision of a Flexible Worker for whatever reason; and/or
  3. YoungCapital, for whatever reason, cannot or no longer provide a Flexible Worker in accordance with the Assignment; and/or
  4. The Client suffers damage because the Client has provided the Flexible Worker with items/goods for the performance of the activities, including: car, laptop, mobile phone, keys, etc., and these goods or items are not returned or are damaged.

#### **Article 16 Foreign Nationals Employment Act and Identification of Flexible Workers**

1. The Client to whom a foreign national within the meaning of the Foreign Nationals Employment Act (hereinafter: WAV) is provided by YoungCapital, expressly declares to be familiar with Article 15 of the WAV, which includes, inter alia, that the Client must receive a copy of the document referred to in Article 1 of the Compulsory Identification Act from the foreign national at the start of the work by a foreign national. The Client determines the identity of the foreign national on the basis of the aforementioned document and includes a copy of the document in their administration. YoungCapital is not responsible or liable for any fine imposed on the Client in the context of the Foreign Nationals Employment Act.
2. If YoungCapital is confronted with a fine due to the Client's omission, action, or violation for violating the WAV, the Client is obliged to compensate YoungCapital for this fine and all resulting damage (including, but not limited to, legal costs).
3. The Client is obliged to have every Flexible Worker provided by YoungCapital identify themselves before the start of the activities and to comply with the statutory obligations applicable to the Client in this regard. YoungCapital will

make this obligation known to its Flexible Workers.

#### **Article 17 Personal data of the Flexible Worker**

1. The Client will treat all personal data of a Flexible Worker that are made known by YoungCapital before and during the Assignment as confidential and, more specifically, will only process them in accordance with 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.
2. YoungCapital does not grant 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 in the process. Moreover, such audits are not necessary, given that YoungCapital is already checked for compliance by means of ABU, SNA, and SNCU audits. In the case of a mutually agreed audit possibility, YoungCapital will only be able to provide access to anonymized documents.
3. The Client will comply with their duty to inform Flexible Workers, and will in any case inform Flexible Workers of the categories of personal data processed by the Client, the manner in which, when, and for what purposes the data are processed. The Client indemnifies YoungCapital against any resulting damage or liability, including fines.
4. Where the Client bears their own responsibility for the processing of Flexible Workers' personal data, the Client is explicitly responsible for compliance with their statutory obligations in the context of applicable privacy legislation. The Client indemnifies YoungCapital against any resulting damage or liability, including fines.
5. If necessary for YoungCapital to be able to comply with statutory obligations based on applicable privacy legislation, the Client provides full cooperation to YoungCapital for this purpose, such as when a Flexible Worker submits a request to exercise their right to erasure.

#### **Article 18 Confidentiality**

1. YoungCapital will, upon further request from the Client, stipulate in its relationship with the Flexible Worker that the Flexible Worker must observe strict confidentiality regarding business or other confidential information relating to the Client and their business activities. However, YoungCapital is not liable for any damage to the Client as a result of the Flexible Worker's breach of that confidentiality obligation.
2. The Client is free to directly oblige the Flexible Worker to maintain confidentiality. The Client informs YoungCapital of their intention to do so and provides a copy of the statement/agreement drawn up for this purpose to YoungCapital. YoungCapital is not a party to this agreement.
3. The Client is aware that any agreements made by the Client with the Flexible Worker, including penalty clauses, can never be recovered from the Flexible Worker by YoungCapital. Nor is it possible to recover damage due to fraud or

theft from the Flexible Worker via set-off by YoungCapital.

#### **Article 19 Obligations regarding the Placement of Intermediaries Act and CLA**

1. The Client expressly declares to be familiar with Article 8b of the Placement of Intermediaries Act (hereinafter: WAADI) and ensures that flexible workers have access to the company facilities or services in their company, in particular canteens, childcare, and transport facilities, as the employees working in their company in equal or equivalent functions, unless the difference in treatment is justified for objective reasons.
2. The Client expressly declares to be familiar with Article 8c of the WAADI and ensures that vacancies arising within their company are made known to the temporary worker clearly and in a timely manner, so that the latter has the same opportunities for an employment contract for an indefinite period as the employees of that company.
3. The Client expressly declares to be familiar with Article 10 WAADI. YoungCapital is not permitted to provide employees to (the part of) the Client's company where a strike, lockout, or company occupation exists. The Client will inform YoungCapital timely and fully about the intention, commencement, continuation, or end of collective actions organized or unorganized by the trade unions, including but not limited to a strike, lockout, or company occupation. The Client will ensure, in the exercise of their direction and supervision of the Flexible Worker, that Article 10 WAADI is not violated. The Client will therefore not give instructions to the Flexible Worker that will violate this article, such as, but not limited to, having Flexible Workers perform work that is normally performed by employees who are participating in the collective actions at that time.
4. The prevailing CLA is (whether or not indirectly) applicable to the services. The Client is obliged to act as a good Client and to comply with all obligations arising (whether or not indirectly) from the CLA. The obligations arising from the CLA can be passed on to the Client at all times.
5. The Flexible Worker must be given the opportunity to participate in trade union activities without being hindered or prejudiced by both YoungCapital and the Client.
6. The Client is liable for damage (including fines) resulting from non-compliance with this article and will fully indemnify YoungCapital in this regard, or immediately reimburse YoungCapital for this damage.

#### **Article 20 Miscellaneous**

1. If one or more provisions of these General Terms and Conditions and/or the associated Assignment are not valid and/or non-binding and/or should conflict with any mandatory legal provision, the General Terms and Conditions, as well as the associated Assignment, shall otherwise remain in full force, while with regard to void, nullified, or voidable provisions, YoungCapital will, in consultation with the Client, establish new provisions that approach the purport of the void or nullified provisions as much as possible.
2. Only Dutch law applies to these General Terms and Conditions and the associated legal relationships, as well as all disputes arising therefrom.



3. All disputes will in the first instance be exclusively settled by the competent court of the district in which YoungCapital's head office is located, unless a mandatory statutory provision prescribes otherwise.

## Chapter 2 Special conditions applicable to recruitment & selection

### Article 21 Definitions

In addition to the aforementioned definitions, in the event of Recruitment & Selection, the following shall also be understood to mean:

- **FEE (HONORARIUM)** The fee owed by the Client to YoungCapital.
- **CANDIDATE (KANDIDAAT)** The natural person recruited and selected by YoungCapital for the Client on the basis of an Assignment.
- **R&S ASSIGNMENT (W&S-OPDRACHT)** The search for and approaching of suitable candidates for a vacancy to be filled at the Client, or for activities/services to be performed at the Client, based on the data provided by the Client.

### Article 22 Fee and content of the R&S Assignment

22.1 The Fee may consist of either a fixed amount agreed in advance or a percentage agreed in advance of the full-time annual salary offered to the Candidate, plus holiday allowance. Exceptions may be agreed between the Parties in writing.

22.2 Unless otherwise agreed in writing in advance, the Fee is only due if the R&S Assignment has led to an employment contract, appointment as a civil servant, or a contract for services between the Client and the Candidate selected by YoungCapital. Where this Chapter refers to the Client, it also refers to the companies affiliated with this Client.

22.3 The R&S Assignment will include, where relevant, the duration of the Recruitment & Selection, the manner in which it is performed by YoungCapital, and the Fee.

## **Article 23 Selection of the Candidate**

23.1 The Client always decides whether they want to offer an agreement as referred to in Article 22.2 to a Candidate selected by YoungCapital. YoungCapital is therefore in no way liable for damage, in the broadest sense of the word, that is directly or indirectly caused by the Candidate provided by YoungCapital.

## **Article 24 Liability**

24.1 YoungCapital is in any case not in breach towards the Client and is not obliged to compensate for any damage if:

1. YoungCapital does not process a request from the Client for Recruitment & Selection; and/or
2. the contacts between the Client and YoungCapital preceding a possible R&S Assignment, including a concrete request from the Client for Recruitment & Selection, do not lead to the actual Recruitment & Selection of a Candidate for whatever reason.

24.2 The Client is not permitted to employ a Candidate offered/proposed or introduced in any way by YoungCapital or to have them perform work, whether through third parties or not, within six months after the Candidate was proposed to the Client under the R&S Assignment in the event that the Client rejected the Candidate/did not offer an (employment) agreement during the R&S Assignment. In the event of violation or non-compliance with this, the Client owes YoungCapital an amount of € 17,500,- excluding VAT per Candidate. This is without prejudice to YoungCapital's right to claim full compensation.