EXACTPI GENERAL TERMS AND AGREEMENTS

EXACTPI / EXACT PERSONEELSINTERMEDIAIR B.V. / EXACT DETACHERING B.V.

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CONTENT

PART A   GENERAL

ARTICLE 1   SCOPE
1. These general conditions apply on all offers, assignments and other agreements of Exact personeelsintermediair B.V. and Exact detachering B.V. insofar related to the provision of flex workers to clients, the secondment of employees to clients, taking over legal employment of employees and/or the recruitment and selection of employees on behalf of the client.
2. Possible purchase or other conditions of the client, whatever they are called, are explicitly rejected and do not apply.
3. Agreements deviating from these general conditions are only valid if agreed in writing with the authorised officials on behalf of Exactpi.

ARTICLE 2   DEFINITIONS
1. Exactpi: Exact personeelsintermediair B.V. or Exact detachering B.V.
2. Exactpi is a trade name of Exact personeelsintermediair B.V. and Exact detachering B.V.
3. Flex worker: a temporary agency worker or secondment agency worker.
4. Temporary agency worker: a natural person who has concluded a temporary employment contract with agency clause with Exactpi as meant in article 7:690 Civil Code in order to perform work for a third party under the management and supervision of this third party.
5. Secondment agency worker: a natural person who has concluded a secondment contract without agency clause with Exactpi as meant in article 7:690 Civil Code in order to perform work for a third party under the management and supervision of this third party.
6. Payroll worker: an employee who is recruited and selected by the client himself.
7. Client: any natural person or legal entity that has a flex worker perform work activities under his management and supervision in the context of an assignment and/or any natural person or legal entity that has concluded an agreement with Exactpi regarding the recruitment and selection of employees.
8. Assignment: the agreement with a client and Exactpi based on which a single flex worker is provided by Exactpi to the client to perform work activities under his management and supervision, such against payment of the client rate.
9. Employment provision: the provision of a flex worker in the context of an assignment.
10. Agency clause: the written provision in the temporary employment contract between Exactpi and the flex worker and/or in the CAO (union agreement) that the temporary employment contract legally terminates because the provision of the flex worker by Exactpi to the client terminates at the request of the client (article 7:691 paragraph 2 Civil Code).
11. Entering into an employment relation with a flex worker: entering into an employment contract and/or an agreement to take on work and/or an assignment agreement by the client with the flex worker, provision of the flex worker to the client by a third party (for example another Exactpi), entering into an employment relation by the flex worker with a third party, whereby the client and this third party are connected in a group (as meant in article 2:24b Civil Code) or one is the subsidiary of the other (as meant in article 2:24s Civil Code).
12. CAO: the collective labour agreement for flex workers, concluded between the de Algemene Bond Uitzendondernemingen (ABU) on the one hand and FNV Bondgenoten, CNV Dienstenbond and De Unie on the other hand.
13. Client rate: the rate that the client owes to Exactpi, exclusive allowances, expenses and VAT. The rate is calculated per hour, unless stated otherwise.
14. Hirer's remuneration: the legally applicable remuneration of an employee, employed by the client in a position that is equal or similar to the position that is performed by the flex worker. The hirer's remuneration as defined in the CAO includes:
    a. only the applicable period wage in the scale;
    b. the applicable working hour's reduction. Compensation for this may be paid in time and/or money, by choice of Exactpi;
    c. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
    d. initial wage increase, size and time as determined by the client;
    e. allowance (insofar as Exactpi is permitted to pay the allowance exempt from wage tax and social security contributions: travelling expenses, pension costs and other costs that are necessary on account of performing the work);
    f. period-linked salary amounts, size and time as determined by the client;
    g. work-at-home allowance;
    h. one-time distribution regardless of the purpose or reason for the distribution. One-time benefits do not mean periodically repeating benefits.
15. Candidate: any natural person who is recruited and selected by Exactpi to start employment with third parties or is provided to third parties by Exactpi.
16. Recruitment and selection: searching and approaching suitable candidates based on information provided by the client, for a vacancy to be fulfilled at the client or to perform work activities at the client, aimed on an employment relation between the candidate and the client.
17. Mijnexactpi: the secured part of the website of Exactpi that is made available to the client in support of the service provision of Exactpi. Mijnexactpi can be used by the client for providing information, registering payroll employees, concluding assignments, checking of time registrations submitted by payroll employees and/or to review the (own) information regarding the services of Exactpi.
18. In writing: by post or by email.

ARTICLE 3   LIABILITY EXACTPI
1. Provided own intent or gross negligence, and without prejudice to what is stipulated elsewhere in these general conditions, Exactpi is not liable for damage in relation to the performance of the assignment. More in particular, but not exclusive, Exactpi is not responsible or liable for behaviour or incapacity of the flex worker or for damages or losses of the client or third parties, caused by the flex worker.
2. Any liability of Exactpi is limited to the amount that is paid out under the insurance in the relevant case, increased with the amount of the excess risk applicable under the insurance that according to the primary policy conditions is not for the expense of the insurer(s). In case the liability is not covered by the insurance, this is limited to the rate that Exactpi charges to the client for the performance of the assignment, calculated conform the agreed duration and working hours, up to a maximum of three months.
3. Liability of Exactpi for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation is in all cases excluded.
4. The expiry period of all claims and repayment towards Exactpi is limited to one year.

PART B   PROVISION FLEX WORKERS & PAY ROLLING

The provisions included in this part, next to the provisions from Part A and Part D, are applicable if and insofar it concerns a provision of flex workers. In case of contradictions with the provisions from part A and/or part D of these general conditions, the provisions stipulated in this part prevail in case of provision of flex workers.

ARTICLE 4   RECRUITMENT FLEX WORKER
1. Prior to the start of the assignment the client provides Exactpi with an accurate job description aimed on the recruitment and provision of a flex worker and the associated scaling in the remuneration scheme of the client, job requirements, working hours, duration employment, work activities, workplace, employment conditions and the intended duration of the assignment.
2. Exactpi determines, based on the information provided by the client and its known qualities, knowledge and skills of the flex workers that qualify to be provided, which flex workers it will introduce to the client for the performance of the assignment. The selection which candidate can be provided is made by the client, unless Exactpi has agreed with the client that Exactpi performs the selection of the candidate on behalf of the client. The client has the right to reject the introduced flex worker, so the provision of the introduced flex worker does not happen.
3. Exactpi will commit itself to offer a potential suitable candidate on time. Exactpi does not attributable fail towards the client and is not obliged to compensate any damage or costs to the client, if Exactpi, for whatever reason, is unable to offer a candidate or to offer a candidate on time. Exactpi is not liable, if a candidate introduced by Exactpi is no longer available or if the flex worker does not want to be provided to the client.

ARTICLE 5   REGISTRATION AND WORKING PROCEDURE PAYROLL WORKER
1. The client registers the payroll worker who is recruited and selected by him at Exactpi via Mijnexactpi, the digital portal for the client, for which the client will receive the login details from Exactpi. The client checks if the part of the digital registration form is filled in correctly and completely. The registration must be received by Exactpi no later than 5 days before the intended starting date of the employment contract.
2. Exactpi reserves the right not to process a registration (and therefore not to conclude an employment contract with the payroll worker). When filling in and sending of the registration no employment contract is concluded between the payroll worker and Exactpi. The employment contract can only be concluded after Exactpi has confirmed this in writing or digitally via the assignment confirmation.
3. The client ensures that Exactpi is fully informed about the employment history of the payroll worker at the client before the employment contract is concluded. If the client provides incorrect and/or incomplete information about the employment history of the payroll worker, the client will compensate to Exactpi all damage that is suffered or will be suffered by Exactpi as a result of this incorrect or incomplete information.
4. The client must carefully check the original proof of ID of the payroll worker for authenticity and validity. Plus, the identity of the payroll worker must be checked (in connection with the aspect of mistaken personality). Subsequently the client sends a clear readable copy of the proof of ID and the work permit (if applicable) to Exactpi together with the registration of the payroll worker.
5. The client allows that Exactpi and/or a by Exactpi assigned inspection authority can randomly check the procedure of the actual establishment of the identity at the location of the client.
6. Exactpi is not responsible or liable for a possible fine that might be imposed on the client in the context of the Law employment foreigners.
7. Exactpi is not liable for damage as a result of deploying payroll workers who do not appear to meet the requirements set by the client.
8. The client must regularly have a performance or coaching talk with the payroll worker. The client makes a report of these talks and provides a copy thereof to the payroll worker and Exactpi. In addition, the client must at least once per year - or once during the assignment if this is shorter than one year - have an appraisal or evaluation talk with the payroll worker. The client gives a copy of the report thereof to the payroll worker and Exactpi.
9. If problems arise between the client and the payroll worker, the client will immediately inform Exactpi of this. The client and Exactpi can then determine, in good consultation, which measures could reasonably be taken. Only Exactpi as employer is allowed to apply for a dismissal permit for the payroll worker or impose another measure on him. Exactpi will only proceed with this at the moment it is authorised to do so, based on law and jurisdiction. Plus, the reason for imposing the measure must be sufficiently provable, this at the judgement of Exactpi. In case of dismissal the costs arising from this will be charged to the client.

ARTICLE 6   START AND END OF THE ASSIGNMENT

1. The assignment is concluded for a fixed or indefinite period of time.
2. The assignment for a fixed period of time is the assignment that is concluded:
   - or for a fixed period
   - or for a specified period
   - or for a specified period that does not exceed a fixed period
3. The assignment for a fixed period legally terminates due to the expire of the agreed period or because a prior determined objective specified event occurs. This does not include the event that the provided flex worker (for whatever reason) is no longer available.
4. Interim termination of the assignment for a fixed period is not possible, unless otherwise agreed in writing.
5. Termination of an assignment for an indefinite period of time must be done in writing with consideration of a notice period of:
   1 working day   when the flex worker has worked 0 to 26 weeks at the client
   10 calendar days   when the flex worker has worked more than 26 weeks at the client
6. Any assignment can be immediately terminated by either party if:
   - the other party is in default
   - the other party is liquidated
   - the other party is declared bankrupt or has requested receivership.
   As a result of termination based on one of these ground, the claims of Exactpi will be immediately payable.
7. The client will inform Exactpi on time before the end of the assignment if and if so, for which duration and under which other conditions he wants to continue or renew the assignment. If it concerns the provision of a flex worker the client must provide this information:
   - No later than 5 weeks before the end of the assignment, if it concerns an assignment for a fixed period
   - No later than 3 working days after Exactpi has requested the client for this, if it concerns an assignment for an indefinite period.
   Exactpi will process any request to continuation or renewal and assess if and under which conditions it will accept this request. When Exactpi has not received a decision, 5 weeks before the end of the agreement for a fixed period, Exactpi will assume that the client does not want to renew. Exactpi will inform the flex worker of this in order to comply with its obligations on time.
8. Provisions that are meant, given their nature, to continue after the end of the assignment, such as provisions related to payment, liability, intellectual property, confidentiality, privacy and applicable law, remain in force after the end of the assignment.

ARTICLE 7   START AND END OF THE EMPLOYMENT PROVISION

1. The employment provision starts at the moment that the employee starts his work activities.
2. The end of the assignment means the end of the employment provision. Termination of the assignment by the client also means the request of the client to Exactpi to terminate the current employment provision(s) against the date that the assignment legally terminates, respectively against which the assignment is legally dissolved.
3. If the agency clause applies between the flex worker and Exactpi, the provision of the flex worker will terminate at the request of the client at the moment that the flex worker announces that he is no longer able to perform the work due to incapacity. Insofar necessary, the client is considered to have made the request to terminate the provision. If requested, the client will confirm this request to Exactpi in writing.
4. The employment provision legally terminates if and when Exactpi can no longer provide the flex worker, because the employment contract between Exactpi and the flex worker has terminated and this employment contract is not immediately renewed on behalf of the same client.
5. Exactpi will commit itself to provide the flex worker on time and conform the assignment (confirmation) or other agreement. Exactpi will not attributable fail toward the client and is not obliged to compensation of any damage or costs to the client, if Exactpi cannot, not on time or no longer provide the flex worker, for whatever reason.

ARTICLE 8   REPLACEMENT

Exactpi will commit itself to provide the same employee as much as possible, during the assignment. However, Exactpi has the right to make a proposal to the client to replace a provided flex worker by another flex worker under continuation of the assignment, such in view of, among other things, the business policy or staff policy of Exactpi, preservation of employment or compliance of applicable law and legislation, in particular the dismissal guideline for the temporary employment sector. The client can always reject a proposal to replacement in writing based on reasonable grounds and appropriately motivated.

ARTICLE 9   ENTERING INTO AN EMPLOYMENT RELATION WITH A FLEX WORKER

1. The client has the right, considering the provisions in this article to enter into an employment relation with the flex worker.
2. For the provisions in this article flex worker also means:
    - the (prospective) flex worker who is registered at Exactpi.
    - the (prospective) flex worker who is introduced to the client
    - the flex worker whose employment provision terminated less than 6 months before the conclusion of the employment relation with the client.
3. 'Worked hours' in this article means: hours where the flex worker was employed at the client in the context of the assignment.
4. The client informs Exactpi in writing of his intention to enter into an employment relation with the flex worker, before implementing this intention.
5. The client will not enter into an employment relation with the flex worker whose employment provision has not legally terminated yet.
6. If the client, conform what is stipulated above, within a period of 1500 worked hours after the start of the provision, enters into an employment relation with the flex worker, directly or via third parties, for the same or another position, the client owes a compensation to Exactpi of 35% of the latest applicable client rate for the relevant flex worker over 1500 hours minus the hours already worked by the flex worker based on the assignment.
7. If the flex worker, within six months after the employment provision to the client has terminated, applies for a job at the client, directly or via third parties, or if the client approaches the flex worker within six months after the provision to the client has terminates, directly or via third parties, and as a result thereof the client entered into an employment relation with the flex worker, the owed compensation mentioned in paragraph 6 also applies.
8. If the client enters into an employment relation, directly or via third parties, with the flex worker during an assignment that can be terminated interim, the client has to right to decide not to consider the notice period agreed under the assignment. However, in that case the client is obliged to compensate the damage that Exactpi suffers through this. This damage is fixed on 35% of the client rate over the not considered notice period for the relevant assignment. Plus, the client must also pay the compensation mentioned in paragraph 6 of this article, insofar applicable.
9. If the client enters into an employment relation, directly or via third parties, with the flex worker during an assignment that cannot be terminated interim, the client is obliged to pay the agreed client rate for the relevant flex worker for the remaining duration of the assignment. Plus, the client must also pay the compensation mentioned in paragraph 6 of this article, insofar applicable.
10. If a (prospective) flex worker by intervention of Exactpi is introduced to a (potential) client and this flex worker, within three months after this contact was made, applies for a job at the client, either directly or via third parties, or if the (potential) client approaches the (prospective) flex worker within three months after this contact was made, directly or via third parties and as a result thereof concludes an employment relation with the relevant (prospective) flex worker, for the same or another position, this (potential) client owes a compensation of 35% of the client rate that would be applicable for the relevant flex worker for 1500 hours, if the employment provision would have occurred.
11 The provisions in Part D, article 26 of these general conditions also applies on the charged allowances based on this article.

ARTICLE 10   ENTERING INTO AN EMPLOYMENT RELATION WITH A PAYROLL WORKER

1   The client has the right, considering the provisions in this article to enter into an employment relation with the payroll worker.
2   The client informs Exactpi in writing of his intention to enter into an employment relation with the payroll worker, before implementing this intention.
3   The client will not enter into an employment relation with the payroll worker whose employment provision has not legally terminated yet.

ARTICLE 11   RIGHT TO SUSPEND PERFORMANCE

1. The client does not have the right to completely or partially suspend the provision of the flex work, unless there is force majeure in the sense of article 6:75 Civil Code.
2. In deviation to paragraph 1 of this article such a suspension is however possible if:
    - this is agreed in writing and the duration is stipulated and
    - the client proves that there temporarily is no work available or the flex worker cannot be employed and Exactpi can successfully appeal towards the flex worker to exclusion of the continuous salary payment obligation based on the CAO.
    The client does not owe the client rate for the duration of the suspension.
3. If the client does not have the right to temporarily suspend the employment provision, but the client temporarily does not have any work for the flex worker or the flex worker cannot be employed, the client is obliged to pay the full client rate to Exactpi for the duration of the assignment over the latest applicable or usual number of hours and overtime per period (week, month and such) under the assignment.

ARTICLE 12   EMPLOYMENT DURATION AND WORKING HOURS

1. The employment scope and working hours of the flex worker with the client are stipulated in the assignment confirmation, or agreed otherwise. The working hours, the employment duration and the break times of the flex worker are equal to the usually times and hours at the client, unless agreed differently. The client assures that the employment duration and the break times and working hours of the flex worker comply with the legal requirements. The client makes sure that the flex worker does not exceed the legally allowed working hours and the agreed employment scope.
2. Holiday and leave is regulated conform the law and the CAO.
3. If the flex worker reports him/herself at the agreed time and place to perform the temporary work, but the client does not enable him/her to start the temporary work, or as a result of the assignment the scope of the temporary work is less than fifteen hours per week and the times that the temporary work must be performed are not recorded or if the scope of the temporary work is not recorded or not clearly recorded, the client must at least pay Exactpi the client rate calculated over three worked hours per call out, without prejudice to the other obligations of the client towards Exactpi.
4. The client will give the flex worker the opportunity to interrupt work, if an insofar the flex worker is entitled to this as a result of a provision in the Law working hours and/or Law employment conditions. If the flex worker is entitled to salary over the hours spent on such work interruptions, these hours will be charged as worked hours to the client.

ARTICLE 13   COMPANY CLOSURES AND MANDATORY LEAVE

At the start of the assignment the client must inform Exactpi about possible company closures and collective mandatory leave during the term of the assignment, so Exactpi can incorporate this circumstance, if possible, in the employment contract with the flex worker. If an intention to determine a company closure and/or collective mandatory leave is first known after the assignment is concluded, the client must immediately inform Exactpi about this after it has become known. If the client fails to inform Exactpi, the client is obliged the pay the full client rate to Exactpi for the duration of the company closure under the assignment and the latest applicable conditions or the usual number of hours and overtime per period.

ARTICLE 14   POSITION AND REMUNERATION

1. The remuneration of the flex worker, including allowances and expenses, is determined based on the job description and requirements provided by the client conform the internal regulations, the CAO and the applicable law and legislation.
2. Based on the CAO, Exactpi is obliged to apply the hirer's remuneration for every flex worker, unless - and then as long as - the flew worker belongs to the exception group and Exactpi applies the ABU remuneration for this flex worker.
3. The position and/or scaling can be adjusted during the assignment if the flex worker is reasonably entitled to this adjustment with an appeal on law and legislation, the CAO and/or the hirer's remuneration. If the adjustment leads to a higher remuneration, Exactpi will correct the remuneration of the flex worker and the client rate accordingly. The client owes this corrected rate to Exactpi from the moment of the performance of the actual position.
4. The client will inform Exactpi on time and at least as soon as it is known, about the height of the adjustments in the hirer's remuneration and the determined initial salary increases.
5. Overtime, shift work, work on special times or days (including national holidays) and/or moved hours are awarded conform the hirer's remuneration and are charged to the client.

ARTICLE 15   CORRECT PERFORMANCE OF MANAGEMENT AND SUPERVISION

1. The client will, regarding the flex worker, with the performance of the supervision or management as well as in relation to the performance of the work, behave in the same careful manner as whereto he is obliged towards his own employees.
2. The client is obliged to periodically inform Exactpi and at least at the first request of Exactpi about the functioning and welfare of the flex worker. Circumstances that possibly influence the duration of the employment provision, must be reported to Exactpi by the client as soon as possible.
3. The client is not allowed, without prior written approval of Exactpi, to hire the flex worker out to a third party; this means to provide to a third party to perform work activities under the management or supervision of this third party. This also includes the provision by the client to a (legal) person to which the client is connected in a group.
4. If Exactpi grants the approval as meant in the third paragraph, the following conditions will at least apply:
   - the client agrees with the third party that this third party, based on the assignment, the other agreement(s) and these conditions, known, accepts and complies with the obligations of the client, insofar the client cannot comply with these obligations himself given their nature;
   - without prejudice to the provision above, the client remains liable towards Exactpi for compliance of all obligations of the client based on the assignment, the other agreements and these general conditions;
   - the client is liable for and indemnifies Exactpi regarding all damage, that arises from the actions or negligence of the third party related to (provision of) the employee and/or the actions or negligence of the employee;
   - the client agreed in writing with the third party that the third party does not provide the employee to another third party; and
   - the client will comply with all his legal obligations as lender in relation to the provision of employees.
   Exactpi has the right to stipulate addition conditions to its approval.
5. The client can only employ the flex worker in deviation to the conditions stipulated with the assignment, if Exactpi and the flex worker have agreed with this beforehand in writing.
6. Employing the flex worker abroad by a client established in the Netherlands is only possible under strict management and supervision of the client and for a fixed period, if this is agreed in writing with Exactpi and the flex worker has agreed to this in writing.
7. In the context of the performance of the work activities by the flex worker, the client can provide company tools to the flex worker. The client will not provide company tools to the flex worker without the prior written approval of Exactpi, in particular laptops, mobile telephones, smartphones or means of transport, whereby the use by the flex worker is not limited to the performance of the work activities. In case of provision of company tools to the flex worker by the client, the client will ensure for an adequate insurance of the company tools and the flex worker as user thereof. Exactpi is not liable for damage to the company tool cause by the flex worker or that arises from an incorrect of excessive use of the company tool.
8. The client will compensate to the flex worker the damage that he/she has suffered because an item belonging to him/her is damaged or lost in the context of the performance of the work activities.
9. Exactpi is not liable towards the client for damage to the client, third parties or the flex worker him/herself, that arises from actions or negligence of the flex worker, unless - and then insofar - this damage is demonstrably the direct result of an attributable failure of Exactpi with the selection of the (prospective) flex worker.
10. The client indemnifies Exactpi against any claim of third parties or the flew worker towards Exactpi as employer of the flex worker regarding the damage meant in the paragraphs 7, 8 and 9 of this article and will compensate all associated costs and the reasonable costs made by Exactpi.

ARTICLE 16   EMPLOYMENT CONDITIONS

1. The client declares to be aware with the fact that he is marked as employer in the Law employment conditions.
2. The client is responsible towards the flex worker and Exactpi for the compliance of obligations arising from article 7:658 Civil Code, the Law employment conditions and associated legislation in terms of safety at the workplace and good employment conditions in general.
3. Based on article 5 paragraph 5 of the Law employment conditions, the client provides Exactpi timely for the start of the work activities with information in connection with the Risk Assessment and Evaluation (RAE) that is used within the organisation and the required professional qualifications and the specific features of the job to be fulfilled.
4. If the flex worker has an industrial accident or suffers from an occupational disease, the client will, if legally required, immediately inform the competent authorities and ensure that a written report is made of this immediately. The cause of the accident will be recorded in such a way that it can be established with reasonable certainty if and to which extent the accident is the result is the fact that insufficient measures were taken to prevent the accident or occupational disease. The client will inform Exactpi as soon as possible about the industrial accident or the occupational disease and will submit a copy of the drawn-up report.
5. The client will compensate all damage that the flex worker suffers with the performance of the work activities for the client or with participation in activities of the client or third party as meant in article 15 paragraph 3, if and insofar the client and/or Exactpi are liable for this based on article 7:658, article 7:611 and/or article 6:162 of the Civil Code.
6. If the flex worker dies, the client will compensate the damage, with consideration of the provisions in article 6:108 Civil Code, to the people meant in that article.
7. The client indemnified Exactpi against any claim of the flex worker or the people meant in paragraph 6 towards Exactpi as employer of the flex worker in respect to damage meant in this article and will compensate all associated costs and the reasonable made costs by Exactpi.

ARTICLE 17   CLIENT RATE

1. Unless agreed otherwise in writing, the client rate owed by the client to Exactpi is calculated over the hours to which Exactpi is entitled based on the assignment and/or conditions and will at least always be calculated over the hours actually worked by the flex worker. The client rate is multiplied with the allowances and increased with the expenses that Exactpi owes to the flex worker. VAT is charged over the client rate, the allowances and expenses.
2. The rate mentioned in the assignment (confirmation) is the rate over the normal hours, namely the hours that are paid against 100% of the applicable salary. If the flex worker is entitled to an allowance on this salary the rate will be proportionally higher. The mentioned rate is exclusive the working hours reduction possibly owed to the flex worker by Exactpi and other (expense) allowances, unless stipulated otherwise.
3. Exactpi has the right to adjust the client rate during the term of the assignment, if the costs of the flex employment increase:
   a. as a result of adjustment of the CAO or the salaries that are regulated in this or adjustment of the CAO and/or employment conditions applicable at the client or the salaries that are regulated in this.
   b. due to adjustments in or as a result of law and legislation, including adjustment in or as a result of the social and fiscal law and legislation, the CAO for flex workers or any binding regulation.
   c. due to a (periodical) salary increase and/or (one-off) mandatory payment, arising from the CAO, the CAO and/or employment conditions applicable at the client and/or law and legislation.
4. Besides what is meant in paragraph 3, Exactpi has the right to adjust the owed rates and (expense) allowances during the assignment in case of an increase of the (expected) costs of the temporary employment in connection with the expenses to be made by Exactpi and/or making provisions for training, sickness absence, inactivity and/or outflow of flex workers. Plus. Exactpi also has the right to annually increase its rates in week 1 based on the CBS index CAO salaries per hours including special remuneration for staff in the corporate service provision (SBI '93 70-74).
5. Any adjustment of the client rate will be notified to the client by Exactpi as soon as possible and confirmed to the client in writing.
6. If, due to any cause that can be attributed to the client, the remuneration and/or the client rate is determined too low, Exactpi has the right to retroactively bring the remuneration and the client rate to the correct level afterwards. Exactpi can also charge to the client the amount that was short paid and all costs that are made by Exactpi as a result of this.

ARTICLE 18   TIME REGISTRATION

1. Invoicing is done based on the way of time registration agreed with the client and furthermore based on what is stipulated in the assignment, the agreement of these conditions.
2. If no other time registration has been agreed, the time registration is done via the digital portal for client Mijnexactpi.
3. The client is obliged to check the time registration no later than Monday after the end of the working week to which the time registration relates, before 12.00 hours, on correctness and completeness and if necessary complement or correct it. If Exactpi pays the salary to the flex worker once every four weeks, the client must approve the hours before 12.00 hours on the Monday in the 5th week.
4. If the client provides the time registration in a different way, he ensures that Exactpi has the hours before 12.00 hours on the Monday following the week that the flex worker has worked. The client is responsible for the way that the time registration is provided to Exactpi. Before the client provides the time registration, he gives the flex worker the opportunity to check the time registration.
5. Regardless the way of time registration, the client is obliged to ensure that on the time registration the following details are at least correctly and completely mentioned: the name of the flex worker, the number of worked hours, overtime, irregular hours and shift hours, the other hours for which the client rate is owed based on the conditions, the assignment (confirmation) and/or other agreement, the possible allowances and - insofar mentioned - possible actual made expenses.
6. If and insofar the flex worker contests details mentioned in the time registration, Exactpi has the right to determine the hours and costs conform the specification of the flex worker, unless the client can prove that the details mentioned by him are correct.

ARTICLE 19   DIGITAL DATA EXCHANGE

1. In the context of the performance of the service(s) Exactpi can use digital data exchange and make the online tools and/or apps that are used for this, for example Mijnexactpi, available for use by the client, among others for the registration of payroll workers, providing time registration and performing legal transactions.
2. The use right will automatically terminate when the service provision terminates.
3. With the use of the online tools the client will consider all possible carefulness and observe all applicable law and legislation, these conditions and the (further) terms of use and/or use instructions published for the ICT tools or otherwise provided by Exactpi, including possible adjustments therein. The client will regularly review the use instructions and conditions in connection with possible adjustments therein or additions thereto.
4. If the client receives login details from Exactpi for the use of the tools, these login details must be handled strictly confidential. The client is fully responsible for any use and abuse that is done with the use of these login details. Legal actions, performed with the use of the login details (for example making requests or correcting a time registration provided via the tool) bind the client. Exactpi may assume that users of the login details are authorised to represent the client. If the client suspects that the confidentiality of the login details are breached or that there is abuse of the login details, the client will request a new password for his or the relevant account as soon as possible.
5. Extract will reasonably commit itself to assure the availability and quality of the used tools. However, Exactpi does not guarantee the continuous, fault-free availability or the full correct processing of data with this.
   Exactpi is explicitly not responsible for failures in the availability and operation due to force majeure (explicitly including malfunctions on internet, hacking, denial and service attaches) and/or due to actions of negligence of (employees of) the client or third parties engaged by the client.
6. Exactpi takes appropriate security measures to protect the ICT tools against damage by viruses or other software of messages, or due to unauthorised access to and use of data of the client.

ARTICLE 20   INTELLECTUAL AND INDUSTRIAL PROPERTY

1. On the request of the client, Exactpi will have the flex worker sign a written statement in order - insofar necessary and possible - to achieve or promote, that all rights of intellectual and industrial property on the results of the work activities of the flex worker, belong, respectively (will be) are transferred to the client. If Exactpi owes an allowance to the flex worker in this respect or must make other cost, the client owes an equal allowance or equal costs to Exactpi.
2. The client is free to directly conclude an agreement with the flex worker or make him sign a statement regarding the intellectual and industrial property rights meant in paragraph 1. The client will inform Exactpi about his intention thereto and provides a copy of the drawn-up agreement/ statement in this respect, to Exactpi.

ARTICLE 21   VERIFICATION STORAGE OBLIGATION CLIENT

1. The client declares to be aware with the law and legislation regarding the establishment of the identity of the flex workers. The client himself is obliged:
   a. to establish the identity of the candidate, the flex worker of another person who works with him and thereto will conduct a careful check of an original ID document, as meant in article 1 sub 1, 2 and 3 of the Law Identification obligation; and
   b. to establish if the candidates introduced to him, the flex workers or other people that works with him, are legally entitled to perform work in the Netherlands.
2. In case of employment provision of foreigners as meant in article 15 Law employment foreigners, Exactpi will prior to the provision provide a copy of the ID document to the client and the client will prior to the provision make sure that he has received this copy of the ID document, has carefully checked this and has included this in his administration.
3. Exactpi is not responsible or liable for a possible fine that is imposed on the client in the context of the Law employment foreigners.

ARTICLE 22   CO-DETERMINATION

The client declares to be aware with his obligations based on the Law on works councils. The client is obliged to give the flex worker who is member of the works council of the client, the opportunity to exercise these co-control rights conform law and legislation. If the flex worker exercises co-control in the company of the client, the client also owes the client rate over the hours where the flex worker during working hours performs work activities or follows a training course related to exercising co-control.

PART C   RECRUITMENT AND SELECTION

The provisions included in this part, next to the provisions from Part A and Part D, are applicable if and insofar it concerns Recruitment and Selection. In case of contradictions with the provisions from part A and/or part D of these general conditions, the provisions stipulated in this part prevail in case of Recruitment and Selection.

ARTICLE 23   THE ASSIGNMENT

1. The assignment with Recruitment and Selection is the agreement between a client and Exactpi based on which staff is selected and recruited by Exactpi on behalf of the client.
2. The client will timely provide Exactpi all relevant information for the good performance of the assignment and/or other agreement, including an accurate job description, the required and desired qualifications, (an indication of) the salary, working hours, employment duration, work activities, workplace, employment conditions and the intended duration of the assignment.
3. Exactpi determines, based on the information provided by the client and its known qualities, knowledge and skills of the flex workers, which flex workers it will introduce to the client. The client has the right to reject the introduced flex worker. If requested the client will give a written motivation about the rejection. The choice which candidate will enter into an employment relationship, is made by the client, unless Exactpi has agreed with the client that Exactpi will perform the selection on behalf of the client.
4. Exactpi will commit itself to offer a potential suitable candidate on time. Exactpi does not attributable fail towards the client and is not obliged to compensate any damage or costs to the client, if Exactpi, for whatever reason, is unable to offer a candidate or to offer a candidate on time. Exactpi is not liable, if a candidate introduced by Exactpi does not want to conclude an employment relation with the client or when a concluded employment relation is (prematurely) terminates.
5. The assigned is also considered as fulfilled if a candidate introduced by Exactpi starts employment with the client within 12 months after the start of the assignment, in whatever position or otherwise performs work activities on behalf of the client.
6. If a candidate introduced by Exactpi resigns at the client within the legal probation period or is dismissed and such dismissal is not predominantly attributable to the actions of the client, respectively to the circumstance that the position does not match the job description, respectively to an adjustment of the circumstances at the client since the start of the assignment or since the start of the employment, Exactpi will, in consultation with the client, perform the assignment again without charging an additional rate.
7. Exactpi is not liable for damage in relation to the deployment of candidates and flex workers who do not appear to meet the requirements and expectations set by the client, unless this damage is the demonstrably result of an attributable failure of Exactpi with the selection.

ARTICLE 24   RATE

1. For the recruitment and selection aimed on an employment relation between him and the candidate, the client owes to Exactpi the rate mentioned in the assignment (confirmation). In case a rate is not mentioned in the assignment (confirmation), the client owes the compensation mentioned in the offer of Exactpi. In case a rate is also not mentioned in the offer, the rate will be 25% of the gross annual salary that would apply for the position of the candidate with fulltime employment, to be increased by VAT.
The gross annual salary includes: salary, holiday allowance, thirteenth month and gratifications and/or other (gross) allowances and those that can be seen as a realistic component of the salary, all this based on fulltime employment.
2. If no salary was specified to Exactpi, Exactpi will determine an employment market conform annual salary based on the data that is known to Exactpi about the position and the employment market.
3. Unless agrees otherwise, the rate is only owed if the client or third party appointed by him actually concludes an employment relation with a candidate who is introduced by Exactpi or with whom to client has come into contact otherwise via Exactpi. The rate is also owed if the candidate initially is rejected by the client and still is employed later.
4. The rate is inclusive the costs of the recruitment tools and activities normally used by Exactpi. The rate is exclusive the costs, related to additional - in consultation with the client - used recruitment tools or activities as well as the travel and/or accommodation costs made by the candidate in relation to the selection procedure. These costs are charged separately and do not depend on the result of the mediation, also if the client terminates or withdraws the assignment without concluding an employment relation with the candidate introduced by Exactpi.
5. Unless agreed otherwise, 50% of the rate is charged, as soon as the client has indicated to conclude (will conclude) with the candidate introduced by Exactpi or as soon as Exactpi becomes aware that the client will or has concluded an employment relation with a candidate. The second 50% of the rate is owed if the employment contract is continued after the probation period has expired or after one month after the starting date of the candidate. The second 50% of this rate is also owed if the employment contract of the candidate is terminated during the probation period and this termination is not the fault of the candidate.
6. If a (potential) client has come into contact with a candidate via Exactpi (for example because he/she was introduced to him by Exactpi in view of provision of this candidate to this client or to conclude a employment relation with this client) and the client or a third party affiliated to him concludes an employment relation with this candidate within 12 months after this contact was made, the (potential) client is considered to have concluded an assignment to recruitment and selection as meant in this article, with Exactpi and he owes to Exactpi the rate mentioned in paragraph 1.
7. If it is included in the assignment (confirmation) that the assignment is performed based on exclusivity, the client must refrain from fulfilling the vacancy independently or via third parties. If the client during the exclusivity period has candidates, in whatever way, the client must refer these candidates to Exactpi.

PART D   FINAL PROVISIONS

ARTICLE 25   CONFIDENTIALITY

1. Exactpi and the client will not provide any confidential information of or about the other party, its activities and relations, that have become known to them as a result of the assignment, to third parties unless - and if then necessary - provision of this information is necessary to correctly perform the assignment or they have a legal obligation to disclosure.
2. At the request of the client, Exactpi will oblige the flex worker or candidate to observe confidentiality regarding all that he becomes aware of or is disclosed to him during the performance of the work activities, unless the flex worker or candidate has a legal obligation to disclosure.
3. The client is free to directly oblige the flex worker or candidate to confidentiality. The client will always inform Exactpi about his intention therefore and provides a copy of statement/agreement drawn up in this respect to Exactpi. Exactpi is not liable for a fine, penalty or possible damage of the client as a result of breach of this confidentiality obligation.

ARTICLE 26   PAYMENT AND CONSEQUENCE OF DEFAULT PAYMENT

1. The client is obliged to pay any invoices submitted by Exactpi within fourteen calendar days after invoice date, unless otherwise agreed in writing. If an invoice is not paid within this period, the client is legally in default, without any notice of default, and owes an interest of 1% per month, whereby a part of a month qualifies as a full month, plus € 7.50 administration costs per interest invoice.
2. Only payments to the place of establishment of the main office of Exactpi or to a bank specified in writing by Exactpi are liberating. Payments to flex workers or candidates or providing advance payments to flex workers or candidates are non-binding and can never be a ground for debt settlement or debt comparison.
3. The copy in the possession of Exactpi of the invoice sent by Exactpi applies as full prove of the chargeable interest and the day when this interest calculation starts.
4. Reclamations regarding any invoices must be submitted to Exactpi in writing within ten calendar days after the date of invoice, after this period the reclamation right of the client is void. The burden of proof regarding the timely submittance of the reclamation lies with the client.
5. Suspension of payment or settlement is never allowed by the client.
6. All collection costs are fully for the account of the client. The compensation for extrajudicial costs are fixed on 15% of the owed main amount including interest with a minimum of € 500. Exactpi is allowed, instead of the aforementioned rate for extrajudicial costs, to seek a connection with the standard rate used by the court for these costs. This compensation will always be charged, without any further proof, as soon as legal assistance is engaged by Exactpi or the third party that is authorised to the payment, or respectively the claim is handed over by Exactpi for collection and the client will owe this.
7. If the client might be negligence in any way in the compliance of his obligation, in particular the payment of invoices, Exactpi always has the right, without prejudice to its right to demand compliance, without any notice of default, to suspend all further service provision, regardless from which contract, to unilaterally declare all ongoing contracts by written notification to the client as completely or partially dissolved and claim full compensation of interest, damage and costs from the client.
8. In case the client is in default with any payment of an invoice, all claims of Exactpi on the client become immediately payable.

ARTICLE 27   LIABILITY CLIENT

1. The client who does not comply with the obligations that arise for him from these general conditions, is legally obliged to compensation of all damage of Exactpi arising from this (including all costs as well as the actual cost for legal assistance) and to indemnify Exactpi for claims of others (including costs as well as the actual costs for legal assistance). This without prejudice to the fact that Exactpi can impose possible other claims, like dissolution. The provisions in this article generally apply, both - if necessary as addition - regarding the subjects whereby the damage compensation obligation is already regulated separately in these general conditions as regarding the subjects whereby this is not the case.
2. The client will, insofar possible, take out an appropriate insurance against liability based on the law and these general conditions. At the request of Exactpi, the client will provide proof of the insurance (policy).

ARTICLE 28   PREVENTION OF DISCRIMINATION

The client and Exactpi will, with the conclusion and performance of the assignment or other agreement, in particular the assignment to recruitment and selection or provision of flex workers, only stipulate requirements that are relevant for the position and only consider these. The client and Exactpi will make no forbidden distinction based on religion, beliefs, political sentiment, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronical disease, age or whatever ground.

ARTICLE 29   PERSONAL DATA

1. In the context of the assignment there is regular exchange of personal data, mainly of candidates and flex workers. The client and Exactpi are obliged to handle this data confidentially conform the Data Protection Act and related law and legislation. The client does not require data from Exactpi that Exactpi is not allowed to provide based on applicable law and legislation. The client is responsible for the further processing of the data provided to him by Exactpi.
2. The client is responsible to ensure that personal data is only provided to Exactpi, if and insofar the client is authorised to do so and the possible necessary permission for this has been obtained from the relevant person.
3. The client indemnified Exactpi against any claim of candidates, flex workers, employees of the client or other third parties towards Exactpi in connection with a breach by the client of the provisions in this article and will compensate all associated costs that are made by Exactpi.

ARTICLE 30   DISPUTES

1. All agreements on which these general conditions are applicable, are only subject to Dutch law.
2. In case of disputes arising from a (legal) relation, concluded agreement or further agreement, on which these general conditions are applicable, including collection of a claim, between the client and Exactpi, both parties will try in good faith and with the greatest urge to amicably look for a solution of the dispute.
3. If consultation does not lead to a solution within a reasonably period, the dispute will only be submitted to the authorised Dutch judge of the Court at The Hague.

ARTICLE 31   VOID PROVISIONS

If one or more provision from these general conditions are void are will be annulled, the assignment and the general conditions of the remainder will remain in force. The provisions that are not legally valid or cannot legally be applied, will be replaced by provisions that match the scope of the provisions to be replaced, as much as possible.

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