

General Terms and Conditions

Article 1: Applicability

- a) These General Terms and Conditions are applicable on all services, offers, assignments and agreements of Perflexi B.V.
- b) The applicability of the general terms and conditions, of whatever nature, on the part of the client, is explicitly rejected, even when the client has explicitly declared his general terms and conditions to be applicable on the agreement.
- c) Any stipulations and agreements deviating from these General Terms and Conditions are only legally valid if and insofar Perflexi has explicitly confirmed this deviation in writing. The aforementioned deviation will only apply for that one agreement.
- d) If one or more provisions from these conditions are invalid or declared void, it will not affect the validity of the other provisions from these conditions.

Article 2: Definitions

- a) **Perflexi B.V.**: the legal entity registered with the Chamber of Commerce in Sassenheim under number 6023.4806.0000, that in the context of its business operations provides employee(s) to a third party/parties to perform work under the management and supervision of this/these third party/parties pursuant to an assignment provided by this/these third party/parties.
- b) **Payroll agreement**: the employment agreement between Perflexi and the employee, whereby the employee, in the context of the business operations, is provided to client(s) by Perflexi, to perform work under the management and supervision of this/these client(s) pursuant to an assignment provided by this/these client(s) to Perflexi, in the sense of article 7:692 of the Civil Code.
- c) **Client**: the third party as meant in sub a.
- d) **Assignment, assignment agreement**: The agreement between Perflexi and the client based on which the employee is provided to the client by Perflexi to perform work under the supervision and management of the client against payment of the client's rate by the client to Perflexi.
- e) **Client's rate**: the agreed rate that Perflexi charges to the client, possibly adjusted afterwards conform assignment and conditions, for each hour that the employee is provided to the client.
- f) **Payroll services**: The services provided by Perflexi, meaning that Perflexi will become the legal employer of the employees recruited and selected by the client. Employees recruited by the client will start employment at Perflexi and Perflexi will provide them to the client, where they perform work on instruction and under the supervision of the client.
- g) **Framework agreement**: The agreement between Perflexi and the client wherein the parties record the general agreements regarding the collaboration.

Article 3: Provision of employees

- a) The specific conditions under which the employees will be provided to the client are agreed in the framework agreement and the assignment agreement.
- b) The client will make the employees perform work conform the provisions stipulated in the assignment and the specified conditions.
- c) Deviation from the provision in sub b is only possible if and insofar Perflexi and the employee have agreed with this deviation in advance and in writing.
- d) If an employee, based on a special circumstance on the part of the client, will be unable to perform the agreed work, the client will inform both Perflexi as the employee about this, at least 24 hours in advance.
- e) the client does not have the right to fully or partially suspend the employment of the employee for a temporary period, unless there is force majeure in the sense of article 6:75 CC.
- f) The client can only employ the employee in deviation from what is stipulated with the assignment and framework agreement if Perflexi and the employee have agreed with this in advance and in writing.

Article 4: Quotations

- a) All quotations submitted by Perflexi to the client are without any obligations.
- b) The quotations mentioned in sub a are valid for one month, unless explicitly otherwise stated on the quotation.

Article 5: Payment and consequence of failure to pay

- a) Unless agreed otherwise in writing, payment is made, without any discount and/or deduction which is not allowed by Perflexi in writing, by bank transfer to the account number that is mentioned on the invoice of Perflexi.
- b) Unless agreed otherwise in writing, payment is made through direct debit within 0 days, which period applies as a deadline.
- c) Only payments made to Perflexi by the client himself will provide discharge. Payments to employees or providing advances to employees are non-binding and can never constitute reasons for debt collection or debt settlement.
- d) If an invoice of Perflexi to the client is not paid before the final payment date, the client is from that moment legally in default without requiring any notice of default.
- e) in case of late or incomplete payment as meant in sub d of this article, the client will receive a written reminder of this fact. If full payment has still not been received within 7 calendar days after date of the reminder, i. the client owes € 15.- administration costs per invoice; ii. the client owes a 2% fine on the invoice amount, with a minimum of € 15.- per invoice, if full payment has still not been received within 21 days after the final payment date; iii. in addition to the amount owed to Perflexi the client also owes interest on the outstanding amount being 1% per calendar month whereby a part of a calendar month will be considered as a full month.
- f) Reclamations regarding an invoice must be submitted to Perflexi in writing within 7 calendar days after date of invoice, whereby the burden of proof regarding the timely submittance thereof lies with the client. After this period has lapsed the reclamation right of the client expires. A timely appeal to the reclamation right does not suspend the other payment obligations of the client, nor does it provide a right on settlement for the client.
- g) All collection costs, including all the costs of legal assistance, both in and out of court, are fully for the account of the client. The compensation regarding extrajudicial costs is fixed on 15% of the owed main amount including interest with a minimum of € 500.- per claim. This compensation will always, as soon as Perflexi has engaged legal assistance respectively has transferred the claim to a collection agency, be charged to and owed by the client without any further proof.

Article 6: Employment conditions

- a) The client will act as a careful employer towards the employee with the execution of the management and supervision, all this in the broadest sense of the word.
- b) The client is obliged to set up and maintain the rooms, equipment and tools in which or with which he has the agreed work performed, in such a way, as well as to take such measures and provide instructions for the performance of the agreed work as is reasonably necessary to prevent that the employee suffers damages during the performance of his work.

Article 7: Liability

- a) The client is liable and therefore indemnifies Perflexi for any damage that the employee suffers with the performance of the work.
- b) The client indemnifies Perflexi for any damage caused by the employee to the client or third parties or their belongings.
- c) Perflexi is not liable for any damage arising from commitments that employees have entered with or that have occurred for them towards the client or third parties, whether or not with the permission of the client or those third parties.
- d) The client is obliged to ensure that he is sufficiently insured against all types of costs, losses or damages that can arise from the work, also including the actual made costs for legal assistance.

Article 8: Invoices & time registration

- a) Perflexi and the client agree to use an electronic time registration system, the client will sign for approval via an electronic signature.
- b) The client (or a representative thereof) is obliged to ensure that the time registration forms show the correct number of hours and overtime and that the other necessary information – including actually made expenses – is clearly mentioned on the time registration form.
- c) The client will keep a signed copy of the time registration form for his own administration and provide the approved signed original thereof to Perflexi, whether or not via the employee.
- d) Perflexi has the right to draw up invoices to the client regarding payment obligations of the client that arise from the stipulations of the assignment and/or General Terms and Conditions, but that are not related to the time registration form.

Article 9: Duration and termination of the framework agreement

- a) The framework agreement is concluded for an indefinite period, unless parties have explicitly agreed in writing that the framework agreement is concluded for a definite period.
- b) The Framework agreement for a definite period cannot be terminated interim, unless agreed otherwise in writing. If interim termination is possible, the notice periods, as recorded in the different additional provisions mentioned below, will apply.
- c) The framework agreement terminates with immediate effect if one of the parties dissolves the agreement due to failure of the other party.
- d) The framework agreement legally terminates at the moment that the client is declared bankrupt or has requested receivership.
- e) As a result of termination of the framework agreement under paragraph c and d, Perflexi is no longer obliged to continue the provision of the employee(s).

Article 10: General damage compensation

- a) If the client does not comply with one or several obligations towards Perflexi or the employee, arising from the assignment or these General Terms and Conditions, the client is obliged towards Perflexi to pay all damage that directly or indirectly occurs for Perflexi as a result of this non-compliance, to Perflexi without requiring any notice of default.
- b) Damage as meant in sub a also includes all costs for Perflexi related to this damage including the actual costs for legal assistance.
- c) The stipulations in this article do not affect the right of Perflexi to impose any other claims on the client including claiming compliance, as well as the right of Perflexi to take other legal measures such as dissolving the agreement.
- d) Perflexi can always – possibly as an addition – appeal to this article, even if the damage compensation obligation of the client is already regulated separately in these General Terms and Conditions.

Article 11: Copyrights

- a) Without prejudice to what is stipulated in these General Terms and Conditions, Perflexi reserves the rights and authorities to which Perflexi is entitled based on the Copyright Act.
- b) The agreements, brochures, documents or (electronic) files possibly created by Perflexi in the context of the agreement remain the property of Perflexi, regardless if these have been provided to the client or third parties, unless agreed otherwise.

Article 12: Confidentiality

- a) Parties have a confidentiality obligation regarding all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is confidential if this is announced by the other party or if this arises from the nature of the information.
- b) If Perflexi, based on a legal provision or court order, is obliged to provide confidential information to third parties appointed by law or authorised court, and Perflexi can in this respect not appeal to any legal right or any right recognised or allowed by the authorised court to refuse this, Perflexi is not obliged to pay any damages or compensation and the client does not have the right to dissolve the agreement for whatever reason.

Article 13: Applicable law and disputes

- a) The agreements between Perflexi and the client are exclusively subject to Dutch law.
- b) Disputes that might arise between Perflexi and the client as a result of an agreement concluded by Perflexi with the client, will only be settled by the authorised court in The Hague, but only after the parties have sufficiently tried to solve their dispute in an amicable way.

ADDITIONAL PROVISION REGARDING PAYROLL SERVICES

Article 14: Identity check

- a) The client is responsible for establishing and checking the identity of the employees and is obliged, before the start of the work under the assignment, to provide a good readable copy of the proof of ID (and if applicable to work permit) to Perflexi. The person who signs an individual assignment agreement on behalf of the client is also the person who performs the identity check and who is responsible for this.
- b) The client will allow Perflexi to randomly check the aforementioned procedure on location.
- c) Penalties and after charges that are imposed on Perflexi as a result of incorrect establishing or checking the identity of the employees by the client will be charged to the client.

Article 15: Remuneration employees

- a) The employees will be remunerated conform the remuneration scheme of the applicable CAO (Collective employment agreements) that is usual or mandatory at the client. If the hours worked by the employee must be marked as surcharge hours or overtime hours, in accordance with the remuneration scheme, the employee will be remunerated for these hours conform this scheme. When this scheme prescribed a salary increase this will also apply for the salary of the employee.
- b) The client is obliged to inform Perflexi about all applicable employment conditions, adjustments therein and about the applicability of surcharges and overtime allowances. The client's rate is adjusted in accordance with a salary increase. If (afterwards) appears that incorrect employment conditions have been used for an employee, Perflexi is obliged to still use the right employment conditions with retroactive effect. All costs related to this will be charged to the client.

Article 16: Duration and termination of the assignment agreement

- a) Perflexi concludes individual temporary employment agreements with the employees based on article 7:692. At least 1 month before termination of a temporary employment agreement between Perflexi and an employee, Perflexi informs the client about this. Without further written notice of the client Perflexi will offer a follow-up agreement after a temporary employment agreement with an employee has terminated.
- b) In addition to the framework agreement, an assignment agreement is signed for each employee. If the client wishes to terminate the provision of an employee and therefore this individual assignment agreement, the client must disclose this wish to Perflexi in writing with specification of the reason for the termination and substantiation thereof.
- c) The client considers a notice period of at least: 1 calendar month

Article 17: Duration of the assignment

- a) The assignment can be concluded for a definite period.
- b) the assignment for a definite period can be concluded for a fixed period, for a determinable period or for a determinable period that does not exceed the fixed period.
- c) A determinable period as mentioned in sub b means a period that terminates because an objectively determinable event occurs, this means an event that occurs beyond the control of the parties.

Article 18: Deficiencies in the actual provision of the employee

- a) If the employee during the term of the assignment is temporarily unable to perform the agreed work, Perflexi and the client will consult in order to determine the need for temporary replacement. If desired Perflexi will do its utmost to ensure proper replacement in a short period of time. When the original employee is able again he will in principle resume the agreed work.
- b) If the employee, as a result of termination of the temporary employment agreement, sickness or accident is permanently unable to be provided to the client before the duration of the assignment has expired or notice to terminate the assignment has been given conform with consideration of the relevant provisions, Perflexi will do its utmost to ensure a proper replacement in a short period of time for the remainder of the assignment.
- c) If agreed between Perflexi and client in writing when the assignment is accepted, the client has the right to request Perflexi in writing, during the term of the assignment, to terminate the future provision of the employee if this employee is actually unable to perform the agreed work for another reason than sickness or accident.

Article 19: Client's rate

- a) For the duration of the assignment the client's rate regarding the employee is agreed between Perflexi and the client in writing.
- b) If it is detected that the work actually performed by the employee compared to the job description provided by the client should reasonably lead to a higher salary for the employee and therefore a higher client's rate, Perflexi will, in consultation with the client, correct the client's rate accordingly and the client will owe this corrected rate to Perflexi from the moment that the position is adjusted, whereby it also applies that both the employee as Perflexi must have agreed with the adjusted position in writing.

- c) If the provided employee is replaced during the term of the assignment, for whatever reason, by another employee, the amount of the client's rate will have to be agreed again between Perflexi and the client with consideration of the stipulations in sub b.
- d) Perflexi has in any case got the right to unilaterally adjust the client's rate during the term of the assignment if the gross salary must be increase as a result of a legal salary increase, if the costs of the agreed work increase as a result of increased employer's costs and if the direct or indirect costs related to the provision of the employee increase interim.
- e) Perflexi also has the right to charge mandatory, whether or not one-off, special payments made to the employee, to the client.

Article 20: Entering an employment relationship with an employee by the client

- a) In this article employee also means a candidate employee who has been introduced to the client less than six months before entering the employment relationship with the client.
- b) In this article entering an employment relationship, in addition to entering a direct employment relationship between the client and employee, also means concluding a sub-contract agreement between both parties, concluding an assignment contract between both parties and providing an employee to the client by a third party.
- c) the client is not allowed to enter an employment relationship with an employee without written permission of Perflexi.
- d) If the client wishes to enter an employment relationship with the employee, he must first inform Perflexi in writing about his intention.
- e) The client will not enter into an employment relationship with an employee before the temporary employment agreement between Perflexi and the employee has legally been terminated and before the assignment agreement between Perflexi and the client has legally been terminated, all this with consideration of the provisions in these conditions.