

## **Article 1**      **General**

- 1.1 DEP WORKS, operating under the name DEP WORKS B.V., is a permanent and temporary personnel recruitment partner. DEP WORKS offers services such as the recruitment and selection of permanent personnel and meets flexible temporary, secondment and interim staffing requests.
- 1.2 DEP WORKS is based at Hessenbergweg 109-119, 1101 BS in Amsterdam.

## **Article 2**      **Definitions**

- 2.1 A candidate is a person selected by DEP WORKS who, further to a recruitment & selection request, is proposed to a client; or is an employee of DEP WORKS placed with the client for the purpose of a flexible assignment in order to undertake activities under their management and supervision.
- 2.2 An interim candidate is each natural or legal person proposed by DEP WORKS to carry out a particular project within a third party's company, i.e. each natural or legal person who through DEP WORKS' intervention undertakes, or intends to undertake, such a project.
- 2.3 A client is a legal person for whom DEP WORKS endeavours to recruit and select a candidate for a permanent position, or under whose management and supervision a DEP WORKS employee is temporarily and flexibly placed.
- 2.4 A [permanent] recruitment & selection staffing request is an assignment whereby DEP WORKS recruits and selects a candidate and either verbally or in writing introduces the candidate to a client for the purpose of a permanent appointment with this client. Successful fulfilment of such an assignment is understood to mean if and when a candidate proposed to the client by DEP WORKS starts work with this client. Likewise, by successful fulfilment of the recruitment & selection staffing request it is understood to mean when a candidate proposed to the client by DEP WORKS starts work with this client within six months of the introduction.
- 2.5 A [flexible] temporary, secondment or interim staffing request is an assignment whereby DEP WORKS places a candidate with a client within the parameters of a given assignment.

## **Article 3**      **Applicability**

- 3.1 These General Terms & Conditions apply to, and comprise part of, all offers, quotations, assignments and agreements between DEP WORKS and the client, as well as to all agreements and/or disputes that may subsequently arise.
- 3.2 Any deviations from these General Terms & Conditions only apply in as much as they are confirmed in writing by DEP WORKS' management.
- 3.3 The applicability of any other potential general terms & conditions that may be utilised by the client, or to which the client may refer, are hereby expressly repudiated.

## **Article 4**      **Free of obligation quotes and the establishment of assignments**

- 4.1 All quotations and rate indications given by DEP WORKS are entirely free of obligation.
- 4.2 An assignment between DEP WORKS and the client is first established once DEP WORKS has confirmed the assignment in writing, or has initiated execution of the agreed assignment.

## **Article 5**      **Liability [permanent]**

- 5.1 Within the parameters of an assignment DEP WORKS is obliged to do its utmost to recruit suitable candidates, and to select and introduce them to the client.
- 5.2 With a recruitment & selection assignment the client is responsible for the decision to enter into a contract of employment with a candidate selected by DEP WORKS, as well as for the content of this contract of employment, the remuneration and working conditions.
- 5.3 With a recruitment & selection assignment the client must convince themselves of the suitability of the candidate prior to employing a candidate introduced by DEP WORKS.
- 5.4 With a recruitment & selection assignment DEP WORKS in no way accepts liability for any shortcomings and/or damage caused by a candidate proposed by DEP WORKS.
- 5.5 With a recruitment & selection assignment DEP WORKS is discharged from all its obligations once the candidate has accepted an offer.

## **Article 6**      **Liability [flexible]**

- 6.1 The client provides DEP WORKS with an accurate description of the position, job requirements, working times, employment duration, duties, place of work and working conditions prior to an assignment commencing.
- 6.2 The assignment is entered into for an (in) definite period and its agreed duration is outlined in the assignment confirmation.
- 6.3 DEP WORKS is obliged to undertake the assignment as per the brief.
- 6.4 DEP WORKS is not liable towards the client for damage or loss incurred by client, third parties or the candidate themselves that arise from the candidate's actions or omissions.
- 6.5 DEP WORKS is not liable towards the client for any obligation entered into by, or on behalf, of the candidate towards the client or a third party; be it with the consent of the client or the third party in question or otherwise.
- 6.6 A client who does not comply with any obligation as stated in these General Terms & Conditions, is obliged to recompense DEP WORKS for all resultant damages and costs [including legal aid costs], without the need for prior formal notice, and with the client indemnifying DEP WORKS where pertinent; this without prejudice to the fact that DEP WORKS can initiate other potential claims, such as invoking rescission.

## **Article 7**      **Management and supervision [flexible]**

- 7.1 Duties are undertaken under the universal responsibility, management and supervision of the client, unless otherwise expressly agreed in writing. In their management of the candidate the client will display the same careful conduct as it is obliged to show its own employees.
- 7.2 Without the written consent of DEP WORKS the client is not permitted to in turn 'pass on' the candidate to a third party, i.e., to place the candidate at a third party's disposal for the purpose of undertaking activities under the supervision or management of this third party.

## **Article 8**      **Working conditions [flexible]**

- 8.1 The client acknowledges that they are considered to be the employer, in accordance with that which is outlined in the Working Conditions Act. The client is liable for their compliance with article 7:658 of the Civil Code, the Working Conditions Act and any correlating regulatory obligations arising thereof, towards the candidate and DEP WORKS, in terms of safety in the workplace and good generic working conditions.

## **Article 9**      **Fees**

- 9.1 The client owes DEP WORKS compensation in the form of a fee for the duties to be undertaken for the purpose of a recruitment & selection assignment, or an hourly rate for the purpose of temporary, secondment and interim assignments, as outlined in the assignment confirmation.
- 9.2 With a recruitment & selection assignment by a "gross all-in" annual salary it is understood to mean the gross annual salary on the basis of a 40 hour week, including 8% holiday pay and a possible 13th month.
- 9.3 With a temporary, secondment or interim assignment by "hourly rate" it is understood to mean the rate owed to DEP WORKS by the client further to the placement of the candidate for hours worked, excluding reimbursement for transport costs and VAT.

## **Article 10**     **Invoicing and payment**

- 10.1 With a recruitment & selection assignment the fee is invoiced to the client once the contract of employment has been signed by the candidate selected by DEP WORKS.
- 10.2 With a temporary, secondment or interim assignment the hourly rate is invoiced to the client, multiplied by the actual number of hours worked by the candidate for the duration of the assignment.
- 10.3 With a temporary, secondment or interim assignment the client is obliged to supervise, or have supervised, the candidate's timesheets for accuracy, e.g.: the candidate's name, number of (overtime) hours worked, any other hours for which the rate is owed pursuant to the assignment and its conditions, potential allowances and actual expenses incurred.
- 10.4 Unless otherwise agreed in writing, with a temporary, secondment or interim assignment time registration occurs via timesheets approved by the client in writing. The client guarantees the signature authorisation of its personnel and fully accepts responsibility for signing the timesheets and the correlated invoicing.
- 10.5 All payments must be made into an account as designated by DEP WORKS.
- 10.6 The payment terms of invoices sent by DEP WORKS amount to 21 days after the invoice date.
- 10.7 Upon full non-payment within the set term of 21 days the client is in default, without necessitating further formal notice.
- 10.8 Upon non-payment of an invoice within this 21 day period the client is immediately and without statutory notice in default and owes interest. This monthly interest amounts to two percent over and above the principle sum owed, whereby part of a month is calculated as a whole month. Moreover, the client owes extrajudicial collection costs amounting to at least 15% of the principle sum, increased by the contractual interest, and without prejudicing the client's obligation to recompense DEP WORKS for the actual (extra)judicial collection costs incurred, in as much as this amount is exceeded.
- 10.9 Payments to DEP WORKS exclusively discharge debts. Payments to a candidate are non-binding and can at no time deliver grounds for debt sharing or set-off.

## **Article 11**     **Duration and cancellation**

- 11.1 A flexible temporary, secondment or interim assignment legally ends once the assignment duration has elapsed, barring the cancellation provisos as listed below. Assignments may be extended, in which case it continues under the previously-agreed conditions, unless otherwise explicitly agreed.
- 11.2 Contrary to that which is stated in clause 1 of this article, DEP WORKS can with immediate effect, and without stating its reasons, end the agreement if the client is declared bankrupt, if suspension of payment is granted to the client, if the client's business is dissolved, in the event of the seizure or forced sale of a client's assets, in the event non-compliance of assignment obligations is attributable to the client or if the flexible candidate placed by DEP WORKS dies.
- 11.3. In the event of the assignment being cancelled by DEP WORKS, DEP WORKS is not obliged to recompense any form of damage towards the client.

## **Article 12**     **Suspension [flexible]**

- 12.1 The client is not entitled to suspend the candidate's employment be it temporarily, partially or fully, unless force majeure, as meant in article 6:75 of the Civil Code, prevails.
- 12.2 If the client temporarily has no work for the candidate, if there is no force majeure or if the client can no longer employ the candidate, the client is obliged to pay DEP WORKS the agreed rate for the duration of the assignment; for either the latest or customary number of hours.

## **Article 13**      **Absence and stopping work [flexible]**

- 13.1 In the event of absence, sickness or an accident on the part of the temporary, secondment or interim candidate, the client will inform DEP WORKS of this immediately to enable DEP WORKS to undertake any necessary measures.
- 13.2 In the event the temporary, secondment or interim candidate does not appear to fulfil the client's prerequisites, the client will inform DEP WORKS of this immediately by telephone and will subsequently corroborate this in writing by the following day at the latest. The client will in no instance discontinue payments to DEP WORKS for the interim manager.
- 13.3 DEP WORKS accepts no liability for damage of whichever nature or scope that the client incurs as a result of absence, sickness or an accident on the part of the temporary, secondment or interim candidate.
- 13.4 If the temporary, secondment or interim candidate leaves their employment, DEP WORKS has a best efforts obligation to, within a reasonable timeframe, propose an equivalent replacement candidate for the contract period.

## **Article 14**      **Confidentiality**

- 14.1 The client is not permitted to pass on details about a candidate proposed by DEP WORKS to third parties, without the written consent of DEP WORKS.
- 14.2 It is not permitted to check a candidate's references without the express written consent by a candidate or by DEP WORKS.
- 14.3 Each transgression of that which is stipulated in this article incurs a directly payable reparation of damages by the client to DEP WORKS of €5,000 excluding VAT.

## **Article 15**      **Acquisition [flexible]**

- 15.1 With temporary, secondment or interim assignments the client, or an affiliate thereof, is not permitted to acquire a candidate placed by DEP WORKS, without the written consent by DEP WORKS' management [i.e. to employ the candidate or have them undertake duties outside of DEP WORKS, be that via third parties or not].
- 15.2 A client who proceeds to acquisition as meant in the previous article owes a reparation of damages of €10,000 excluding VAT to DEP WORKS per transgression.
- 15.3 Moreover, the client, or an affiliate thereof, is not permitted to enter into an employment relationship within the framework of an [intended] assignment with a candidate proposed to the client by DEP WORKS within the previous six months, without the written consent by DEP WORKS' management [i.e. to employ the candidate or have them undertake duties outside of DEP WORKS, be that via third parties or not].
- 15.4 A client who does enter into an employment relationship as outlined in the previous article within the timeframe as stated in the previous article, owes DEP WORKS a reparation of damages amounting to €10,000 excluding VAT.

## **Article 16**      **Guarantee arrangement [permanent]**

- 16.1 If a candidate placed by DEP WORKS for a specific recruitment & selection assignment no longer works for the client within the legislative probationary period, DEP WORKS will as a one-off endeavour to recruit and select a new candidate for the same position the original candidate filled, subject to the client having fulfilled all its obligations towards DEP WORKS.
- 16.2 If a candidate proposed by DEP WORKS enters into employment with the client within the framework of this guarantee arrangement, or if the client has filled the position within the guarantee period [either via a third party or themselves], DEP WORKS is discharged of its obligations arising from this guarantee-related article.

## **Article 17**      **Choice of law and disputes**

- 17.1 The agreement, assignment, request and the quote provided by DEP WORKS are wholly governed by Dutch law. The applicability of the terms & conditions adopted by the client are expressly excluded at all times, except in the event of explicit, predetermined deviations determined in writing.

**Article 18**    **Final clause and filing**

- 18.1    Should one or more stipulations within these General Terms & Conditions be, or become, null and void, the assignment and the remaining General Terms & Conditions will remain in force. Any invalid stipulations or ones that cannot be lawfully applied will be substituted by stipulations that optimally reflect the application of the stipulations to be replaced.
- 18.2    These General Terms & Conditions were filed at the Amsterdam Chamber of Commerce on 2 January 2012.