



General Terms and Conditions for Projob bv's Furnishing Temporary Employees

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Articles 1 through 20 and Article 24 conform fully to the General Terms and Conditions of the ABU [Dutch Association of Temporary Employment Agencies]. Articles 21, 22 and 23 are supplemental terms and conditions.

Article 1 Scope

1. These *General Terms and Conditions* shall apply to all offers, instructions and other agreements of the temporary employment agency insofar as these relate to furnishing temporary employees to clients.
2. The client's purchase or general terms and conditions, if any, shall not apply.
3. Agreements deviating from these *General Terms and Conditions* shall only apply if agreed on in writing.

Article 2 Definitions

The following terms shall have the following meanings in these *General Terms and Conditions*:

1. **Temporary Employment Agency:** the temporary employment agency located in the Netherlands which furnishes temporary employees to clients pursuant to an agreement.
2. **Temporary Employee:** any natural person who has entered into a temporary employment contract as referred to in Article 7:690 of the Dutch Civil Code with the Temporary Employment Agency, in order to perform work for a third party under that third party's direction and supervision.
3. **Client:** any natural person or legal entity that has a temporary employee perform work under its direction and supervision in connection with an instruction referred to in paragraph 4 of this Article.
4. **Instruction:** the agreement between a Client and the Temporary Employment Agency, based on which a single Temporary Employee referred to in paragraph 2 of this Article is furnished by the Temporary Employment Agency to the Client to perform work under its direction and supervision, in return for payment of the client fee.
5. **Furnishing:** furnishing a Temporary Employee in connection with an Instruction.
6. **Temporary Employment Clause:** the written provision in the employment contract between the Temporary Employment Agency and the Temporary Employee and/or in the Collective Agreement, to the effect that the employment contract shall end by operation of law if the Temporary Employment Agency stops furnishing the Temporary Employee to the Client at the Client's request (Article 7:691(2) of the Dutch Civil Code).
7. **Collective Agreement:** the Collective Agreement for Temporary Employees, concluded between the ABU on the one hand, and *FNV Bondgenoten* [Dutch Trade Union Federation (General)], *CNV Dienstenbond* [Christian Service Workers Trade Union Federation] and *De Unie* [Trade Union for Middle and Senior Management in the Industrial, Service and Health Care Sectors] on the other hand.
8. **Client Fee:** the fee owed by the Client to the Temporary Employment Agency, exclusive of bonuses, reimbursement of costs and VAT. Unless otherwise stated, the fee shall be calculated per hour.
9. **Recipient Pay:** the pay received by law by an employee employed by the Client who is working in a job which is the same or similar to the job which the Temporary Employee performs. Under the Collective Agreement 2004-2009, the Recipient Pay consists of the following elements:
 - a. the applicable period wage in the scale;
 - b. the applicable reduction of working hours (to be compensated in time or money, at the Temporary Employment Agency's option);
 - c. bonuses for overtime, changes in hours worked, working during irregular hours (including working on public holidays) and shiftwork;
 - d. initial wage increases, with the amount and time as determined by the Client;

- e. reimbursement of costs (insofar as the Temporary Employment Agency can pay these without being subject to wage taxes and social security and other contributions);
 - f. wage increments, with the amount and time as determined by the Client.
10. **Specialist Employees Scheme:** the specific provisions in the Collective Agreement applicable to the Client relating to the pay (referred to in paragraph 9) for specialist employees and which have been reported to and approved by the parties to the ABU Collective Agreement for Temporary Employees in writing, and consequently must be adjusted effective the first day of the period during which the Temporary Employee works for the Client concerned.

Article 3 The Instruction and furnishing Temporary Employees

Instruction

1. The Instruction shall be entered into for a definite or indefinite period of time.
2. The Instruction for a definite period shall be an Instruction entered into:
 - for a set period; *or*
 - for a determinable period *or*
 - for a determinable period not exceeding a set period.

An Instruction for a definite period shall end by operation of law when the agreed period lapses or if an objectively determinable event which is stated beforehand occurs.

End of the Instruction

3. Termination of an Instruction for an indefinite period must occur in writing, subject to a notice period in conformity with the Collective Agreement.
4. Early termination of an Instruction for a definite period shall be possible in conformity with the Collective Agreement.
5. Each Instruction shall end immediately based on rescission, at the time one of the two parties invokes rescission of the Instruction because:
 - the other party is in default;
 - the other party has been wound up;
 - the other party has been put into liquidation or has requested a suspension of payments.

If the Temporary Employment Agency invokes rescission on one of these grounds, the Client's actions on which the rescission is based shall imply a request on the Client's part to stop furnishing Temporary Employees. This shall not result in any liability for the Temporary Employment Agency for the damage which the Client consequently suffers. The Temporary Employment Agency's claims shall become immediately due and payable as a result of the rescission.

End to furnishing Temporary Employees

6. The end of the Instruction shall mean that Temporary Employees shall no longer be furnished. Termination of the Instruction by the Client shall entail a request by the Client to the Temporary Employment Agency to stop furnishing the current Temporary Employees, with effect from the date on which the Instruction is duly ended or with effect from the time the Instruction has duly been rescinded.
7. If the Temporary Employment Clause applies between the Temporary Employee and Temporary Employment Agency, the Temporary Employee shall, at the Client's request, no longer be furnished if the Temporary Employee indicates that he is unable to perform the work because of disability. Insofar as necessary, the Client shall be deemed to have made this request. If asked, the Client shall confirm this request in writing to the Temporary Employment Agency.

8. A Temporary Employee shall no longer be furnished by operation of law if and once the Temporary Employment Agency can no longer furnish the Temporary Employee, because the employment contract between the Temporary Employment Agency and Temporary Employee has ended and this employment contract cannot be continued directly afterwards for the same Client. In this situation, the Temporary Employment Agency shall not be in breach vis-à-vis the Client, nor shall it be liable for any damage which the Client suffers because of this.

Article 4 Replacement and availability

1. The Temporary Employment Agency shall be entitled to offer a substitute Temporary Employee during the term of the Instruction. The Client may deny such a proposal on reasonable grounds.
2. The Temporary Employment Agency shall be entitled to make a proposal to the Client at any time to replace a Temporary Employee who has been furnished with another Temporary Employee with continuation of the Instruction, in view of the Temporary Employment Agency's company or personnel policies, retention of jobs or compliance with applicable laws and regulations, in particular, the dismissal guideline for temporary employment agencies. The Client shall only reject such a proposal on reasonable grounds. If asked, the Client shall provide written support for such a rejection.
3. The Temporary Employment Agency shall not be in breach vis-à-vis the Client and shall not be obliged to compensate the Client for any damage or costs if, for whatever reason, the Temporary Employment Agency cannot (or can no longer) furnish a Temporary Employee (or substitute Temporary Employee) to the Client, or at least not (or no longer) in the manner and to the extent agreed on in the Instruction or subsequently.

Article 5 Right of suspension

1. The Client shall not be entitled to temporarily suspend employment in whole or in part of the Temporary Employee on who a period of notice in conformity with the Collective Agreement is applicable, unless a situation of *force majeure* exists within the meaning of Article 6:75 of the Dutch Civil Code.
2. In deviation from paragraph 1 of this Article, suspension shall be possible if:
 - this is agreed on in writing and the term of suspension has been laid down; *and*
 - the Client demonstrates that there is no work temporarily available or the Temporary Employee cannot be put to work *and*
 - the Temporary Employment Agency can successfully claim vis-à-vis the Temporary Employee that wages need not continue to be paid under the Collective Agreement.

The Client shall not owe the Client Fee for the duration of the suspension.

3. If the Client is not entitled to temporarily suspend employment, but the Client temporarily does not have any work for the Temporary Employee or cannot put the Temporary Employee to work, the Client must, for the duration of the Instruction, fully pay the Client Fee to the Temporary Employment Agency for the most recently applicable or usual number of hours and overtime per period (week, month and the like) under the Instruction.

Article 6 Working procedure

1. Before the Instruction starts, the Client shall provide the Temporary Employment Agency with an accurate description of the job, job requirements, working hours,

- number of hours to be worked, work to be performed, work location, working conditions and intended duration of the Instruction.
2. Based on the information provided by the Client and the qualities, knowledge and skills of the Temporary Employees eligible to be furnished which are known to the Temporary Employment Agency, the Temporary Employment Agency shall determine which Temporary Employees it shall propose to the Client to carry out the Instruction. The Client shall be entitled to reject the proposed Temporary Employee, as a result of which the proposed Temporary Employee shall not be furnished.
 3. The Temporary Employment Agency shall not be in breach vis-à-vis the Client and shall not be obliged to pay any compensation if the contacts between the Client and the Temporary Employment Agency prior to a potential Instruction, including a specific request by the Client for a Temporary Employee to be furnished, do not, for whatever reason, result in a Temporary Employee actually being furnished, or not within the time period desired by the Client.
 4. The Temporary Employment Agency shall not be liable for damage resulting from the utilisation of workers who turn out not to meet the requirements stated by the Client, unless the Client files a written complaint in this regard with the Temporary Employment Agency within a reasonable period after the Temporary Employee starts to be furnished and proves that there was a recklessness by the Temporary Employment Agency with regard to the selection.

Article 7 Working hours

1. The number of hours to be worked by and scheduled working hours of the Temporary Employee at the Client shall be set forth in the Instruction confirmation or otherwise agreed. Unless otherwise agreed, the Temporary Employee's working hours, number of hours and rest periods shall be the same as the normal hours and periods in this respect at the Client. The Client hereby warrants that the Temporary Employee's number of hours, rest periods and working hours shall comply with statutory requirements. The Client shall ensure that the Temporary Employee does not exceed the working hours permissible by law and the agreed number of hours.
2. The Temporary Employee's holidays and leave shall be regulated in conformity with the law and Collective Agreement.

Article 8 Shut-downs and mandatory days off

1. At the start of the Instruction, the Client must inform the Temporary Employment Agency of any shut-downs and collective mandatory days off during the term of the Instruction, so that the Temporary Employment Agency can, if possible, include this fact in the employment contract with the Temporary Employee. If an intention to institute a shut-down and/or collective mandatory days off becomes known after the Instruction starts, the Client must inform the Temporary Employment Agency immediately after this becomes known. If the Client fails to timely inform the Temporary Employment Agency, the Client must, for the duration of the shut-down, fully pay the Client Fee to the Temporary Employment Agency for the most recently applicable or usual number of hours and overtime per period under the Instruction and Terms and Conditions.

Article 9 Job and pay

1. Before the Instruction starts, the Client shall provide the description of the job to be performed by the Temporary Employee and the accompanying pay classification in the Client's pay scheme.

2. The Temporary Employee's pay, including any bonuses and reimbursement of costs, shall be set in conformity with the Collective Agreement (including the provisions concerning the Recipient Pay, see below under paragraphs 4 and 6) and the applicable laws and regulations, based on the job description provided by the Client.
3. If, at any time, this job description and the accompanying pay classification turn out not to be consistent with the job actually performed by the Temporary Employee, the Client shall furnish the Temporary Employment Agency with the correct job description and accompanying pay classification. The Temporary Employee's pay shall be set again based on the new job description. The job and/or pay classification may be adjusted during the Instruction if the Temporary Employee reasonably claims this adjustment in invoking laws and regulations, the Collective Agreement and/or the Recipient Pay. If the adjustment results in higher pay, the Temporary Employment Agency shall adjust the Temporary Employee's pay *and* the Client Fee accordingly. The Client shall owe this adjusted fee to the Temporary Employment Agency from the time the actual job is performed.
4. Under the Collective Agreement, the Temporary Employment Agency must adjust the Recipient Pay after the Temporary Employee has worked 26 weeks at the Client.
5. The Client shall provide the Temporary Employment Agency with information about all elements of the Recipient Pay referred to in Article 2.9 (with respect to the amount and time of initial wage increases, only insofar as known then) in a timely manner, but in any event no later than in the 22nd week worked by the Temporary Employee at it.
6. If the Temporary Employment Agency has agreed with the Client to adjust the Recipient Pay as from the Temporary Employee's first working day and/or if there is a Specialist Employees Scheme, the Temporary Employment Agency shall apply the Recipient Pay as from the Temporary Employee's first working day, and the Client shall provide the Temporary Employment Agency with the information referred to in paragraph 5 of this Article before the work starts.
7. The Client shall inform the Temporary Employment Agency of changes in the Recipient Pay and the fixed initial wage increases in a timely manner and in any event immediately after these become known.
8. Overtime, shiftwork, working special hours or on special days (including public holidays) and/or changes in hours worked shall be compensated in conformity with the relevant provisions in the Collective Agreement or – if applicable – the Recipient Pay, and shall be charged to the Client.

Article 10 Providing proper direction and supervision

1. In providing supervision or direction to the Temporary Employee, as well as with regard to performance of the work, the Client shall act with the same due care with which it must act vis-à-vis its own employees.
2. The Client may not in turn "lend" the Temporary Employee to a third party, that is, furnish the Temporary Employee to a third party to perform work under this third party's supervision or direction. "Lending" shall include the Client's furnishing the Temporary Employee to a person or legal entity with which the Client is affiliated in a group.
3. The Client may only employ the Temporary Employee in deviation from the provisions in the Instruction and Terms and Conditions if the Temporary Employment Agency and Temporary Employee have consented to this in writing beforehand.
4. Employment of the Temporary Employee in a foreign country by a Client located in the Netherlands shall only be possible under the Client's strict direction and supervision and for a definite period of time if this has been agreed on in writing

with the Temporary Employment Agency and the Temporary Employee has consented to this in writing.

5. The Client shall compensate the Temporary Employee for the damage which he suffers because an item belonging to him which has been used in connection with the assigned work has become damaged or lost.
6. The Temporary Employment Agency shall not be liable vis-à-vis the Client for damage to and losses by the Client, third parties or the Temporary Employee himself which is caused by the Temporary Employee's acts or omissions.
7. The Temporary Employment Agency shall not be liable vis-à-vis the Client for commitments which Temporary Employees have entered into with or which arise for them vis-à-vis the Client or third parties, whether or not with the permission of the Client or those third parties.
8. The Client shall indemnify the Temporary Employment Agency against any liability (including costs, such as the actual costs of legal assistance) on the part of the Temporary Employment Agency as the Temporary Employee's employer – directly or indirectly – for the damage, losses and commitments referred to in paragraphs 5, 6 and 7 of this Article.
9. Insofar as possible, the Client shall adequately insure itself against liability based on the provisions of this Article. At the Temporary Employment Agency's request, the Client shall provide proof of insurance.

Article 11 Working conditions

The Client hereby states that it is aware of the fact that it is considered an employer under the Working Conditions Act.

1. The Client shall be responsible vis-à-vis the Temporary Employee and Temporary Employment Agency for compliance with the obligations ensuing from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations with respect to safety in the workplace and proper working conditions generally.
2. The Client must, in a timely manner, in any event, at least one working day before the work starts, provide the Temporary Employee and Temporary Employment Agency with written information about the desired professional qualifications and specific features of the job to be held. The Client shall actively inform the Temporary Employee about the Risk Assessment and Evaluation utilised within its company.
3. If the Temporary Employee suffers an accident at work or a work-related illness, the Client shall, if statutorily required, inform the competent authorities immediately and ensure that a written report in this regard is drawn up immediately. The report shall set forth the facts of the accident in such a manner that it can be inferred with reasonable certainty whether and to what extent the accident resulted from the fact that insufficient measures had been taken to prevent the accident or illness. The Client shall inform the Temporary Employment Agency as soon as possible about the accident or illness and shall submit a copy of the report drawn up.
4. The Client shall compensate the Temporary Employee for – and indemnify the Temporary Employment Agency against – all damage (including costs, such as the actual costs of legal assistance) which the Temporary Employee suffers in performing his work, if and insofar as the Client and/or the Temporary Employment Agency are liable for this under Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
5. If the accident results in death, the Client must, in conformity with Article 6:108 of the Dutch Civil Code, compensate the persons referred to in that Article for damage (including costs, such as the actual costs of legal assistance).

6. The Client shall adequately insure itself against liability based on the provisions of this Article. At the Temporary Employment Agency's request, the Client shall provide proof of insurance.

Article 12 Client's liability

1. A Client which does not fulfil the obligations ensuing for it from these *General Terms and Conditions*, in particular, Articles 3 (paragraphs 5, 6 and 7), 4 (paragraph 3), 8, 9 (paragraphs 1, 3, 5 and 7), 10 (paragraphs 1 through 5, 8 and 9), 11 (2 through 6), 14 (paragraph 2), 17 (paragraph 1), 19 and 20 (paragraph 1), must compensate all the ensuing damage for the Temporary Employment Agency (including all costs, such as legal assistance costs), without a prior notice of default being necessary, and it must, if necessary, indemnify the Temporary Employment Agency in this regard. This shall not affect the Temporary Employment Agency's ability to assert any other claims, such as invoking rescission. The provisions in this Article shall apply generally, both – if necessary, in complementary fashion – to subjects for which the duty to compensate has already been provided for separately in these *General Terms and Conditions* and to subjects for which this is not the case.

Article 13 Client Fee

1. The Client Fee owed by the Client to the Temporary Employment Agency shall be calculated over the hours which the Temporary Employment Agency claims based on the Instruction and/or Terms and Conditions and shall always at least be calculated over the actual hours worked by the Temporary Employee. The Client Fee shall be multiplied by the bonuses and increased by the reimbursement of costs which the Temporary Employment Agency owes to the Temporary Employee. VAT shall be charged on the Client Fee, bonuses and reimbursement of costs.
2. If, at some point in time, the Recipient Pay must be adjusted in accordance with Article 9.4 of these Terms and Conditions, the Temporary Employment Agency shall set the Temporary Employee's pay and Client Fee again based on the information provided by the Client concerning the job classification and Recipient Pay. The pay and Client Fee shall include all elements of the Recipient Pay applicable at the Client.
3. Besides in the situation referred to in paragraph 2, the Temporary Employment Agency shall in any event be entitled to adjust the Client Fee during the term of the Instruction if the costs of the temporary work rise:
 - because of a change in the Collective Agreement or the wages regulated in this or a change in the Collective Agreement and/or employment terms and conditions scheme applicable at the Client or the wages regulated in these;
 - because of changes in or as a result of laws and regulations, including changes in or as a result of the social and tax laws and regulations, the Collective Agreement for Temporary Employees or any binding provision;
 - because of an incremental or other wage increase and/or a one-off or other mandatory benefit ensuing from the Collective Agreement, the Collective Agreement and/or employment terms and conditions scheme applicable at the Client and/or laws and regulations.
4. If, contrary to paragraphs 2 and 3 of this Article, the Client does not agree to pay the adjusted Client Fee, this shall imply a request on the Client's part to stop furnishing Temporary Employees.
5. Any adjustment of the Client Fee shall be announced by the Temporary Employment Agency to the Client and confirmed to the Client in writing as soon as possible. If, on account of any reason attributable to the Client, the pay and/or the Client Fee

has/have been set too low, the Temporary Employment Agency shall also be entitled to fix the pay and Client Fee at the right level with retroactive effect. In addition, the Temporary Employment Agency may charge the Client for what the Client has consequently paid too little and costs incurred by the Temporary Employment Agency as a result.

Article 14 Invoicing

1. Invoicing shall occur based on the manner of billing agreed on with the Client and also based on the provisions of the Instruction, agreement or these Terms and Conditions. Unless otherwise agreed in writing, billing shall be done through the billing forms approved by the Client in writing.
2. The Client and Temporary Employment Agency may agree that billing shall occur through a timekeeping system, electronic system and/or computerised system or through reports drawn up by or for the Client.
3. The Client shall see to it that the billing is correct and complete, and must ensure (itself or through others) that the Temporary Employee's information included in this regard has been indicated correctly and truthfully, such as: the Temporary Employee's name, the number of hours worked, overtime, irregular hours and shiftwork hours, the other hours for which the Client Fee is owed under the Instruction and Terms and Conditions, any bonuses and any expenses actually incurred.
4. If the Client provides the billing document, it shall ensure that the Temporary Employment Agency has the document directly after the week worked by the Temporary Employee. The Client shall be responsible for the manner in which the document is provided to the Temporary Employment Agency.
5. Before providing the billing document, the Client shall give the Temporary Employee the opportunity to check the document. If and insofar as the Temporary Employee disputes the information stated in the document, the Temporary Employment Agency shall be entitled to determine the hours and costs in accordance with the Temporary Employee's statement, unless the Client can demonstrate that the information indicated by it is correct.
6. If billing occurs through billing forms to be provided by the Temporary Employee, the Client shall keep a copy of the form. If there is a discrepancy between the billing form turned in to the Temporary Employment Agency by the Temporary Employee and the copy kept by the Client, the billing form turned in to the Temporary Employment Agency by the Temporary Employee shall constitute conclusive evidence for billing purposes, subject to proof to the contrary provided by the Client.

Article 15 Best-efforts obligation and liability

1. The Temporary Employment Agency must exert its best efforts to carry out the Instruction properly. If and insofar as the Temporary Employment Agency does not fulfil this obligation, the Temporary Employment Agency must, subject to the provisions below in paragraphs 2 and 3 and elsewhere in the *General Terms and Conditions*, compensate the direct damage ensuing for the Client, provided the Client submits a written complaint to the Temporary Employment Agency as soon as possible, but in any event no later than three months after that damage arises or becomes known, and demonstrates that the damage directly resulted from a breach on the Temporary Employment Agency's part.
2. Any liability for the Temporary Employment Agency ensuing from the Instruction shall be limited to the Client Fee to be charged by the Temporary Employment

Agency to the Client for carrying out the Instruction, for the agreed number of hours of labour and agreed term of the Instruction, up to a maximum of three months. The maximum amount to be paid by the Temporary Employment Agency shall not in any event exceed the amount to be paid out by its insurance.

3. The Temporary Employment Agency shall never be liable for indirect damage, such as consequential damage, lost profits, lost savings and losses due to stoppage of operations.

Article 16 Intellectual and industrial property

1. At the Client's request, the Temporary Employment Agency shall have the Temporary Employee sign a written statement in order – insofar as necessary and possible – to ensure or facilitate that all intellectual and industrial property rights to the results of the Temporary Employee's work, accrue or are transferred to the Client. If the Temporary Employment Agency owes compensation to the Temporary Employee in this connection or otherwise must incur costs, the Client shall owe the same compensation or costs to the Temporary Employment Agency.
2. The Client shall be free to enter into an agreement with the Temporary Employee directly or present him with a statement for signature with respect to the intellectual and industrial property rights referred to in paragraph 1. The Client shall inform the Temporary Employment Agency of its intention in this regard and shall provide the Temporary Employment Agency with a copy of the agreement/statement drawn up in this regard.
3. The Temporary Employment Agency shall not be liable vis-à-vis the Client for a financial or other penalty which the Temporary Employee forfeits or any damage to the Client resulting from the fact that the Temporary Employee invokes any intellectual and/or industrial property rights.

Article 17 Confidentiality

1. The Temporary Employment Agency and Client shall not provide third parties with any confidential information from or concerning the other party, its activities or relations of which it has become aware pursuant to the Instruction, unless – and, in that case, insofar as – that information must be provided to carry out the Instruction properly or they are required by law to disclose the information.
2. At the Client's request, the Temporary Employment Agency shall require the Temporary Employee to treat as confidential everything which is disclosed to him or he becomes aware of in performing the work, unless the Temporary Employee is required by law to disclose this.
3. The Client shall be free to directly require the Temporary Employee to maintain confidentiality. The Client shall inform the Temporary Employment Agency of its intention in this regard and shall provide the Temporary Employment Agency with a copy of the statement/agreement drawn up in this regard. The Temporary Employment Agency shall not be liable for a financial or other penalty which the Temporary Employee forfeits or any damage to the Client resulting from the Temporary Employee's breach of the confidentiality obligation.

Article 18 Client's obligation to verify and retain

1. A Client which is furnished with a "foreign national" within the meaning of the Foreign Nationals (Employment) Act hereby expressly states that it is aware of Article 15 of this Act, which includes a provision that the Client must receive a copy of the document referred to in Article 1 of the Compulsory Identification Act from the foreign national before the foreign national starts working. The Client shall be

responsible for carefully checking the aforementioned document and, based on this, shall establish the foreign national's identity and include a copy of the document in its records. The Temporary Employment Agency shall not be responsible or liable for any fine which is imposed on the Client in connection with the Foreign Nationals (Employment) Act.

Article 19 Preventing impermissible discrimination

1. To prevent impermissible distinctions being made, in particular, based on religion, personal beliefs, political affiliation, sex, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any ground whatsoever, requirements not relevant to the job may not be stated by the Client in providing the information concerning the work to be assigned, nor may these be taken into account by the Temporary Employment Agency.

Article 20 Disputes

1. All disputes ensuing from or related to a legal relationship between the parties to which these *General Terms and Conditions* apply shall exclusively be settled in the first instance by the competent court in the judicial district in which the Temporary Employment Agency's headquarters are located.

Article 21 Short Call

1. If the temporary employee reports, in order to carry out work, at the place and time agreed, but is not enabled by the client to start the work, the client will be obliged to pay Projob at least the client's rate calculated over three worked hours, without prejudice to the client's remaining obligations towards Projob.
2. If in accordance with the assignment the scope of the job is less than 15 hours per week and if the working hours are not put down in writing, or if the scope of the job has not or not unequivocally been put down in writing, the client is obliged to pay Projob per call at least the client's rate calculated over three worked hours.

Article 22 Direct employment relationship

1. If the Client wishes to enter into an employment relationship directly with the Temporary Employee employed by him, the Client shall immediately inform the Temporary Employment Agency and – subject to the other provisions below in this Article – terminate the Instruction properly with due observance of the provisions of these *General Terms and Conditions*.
2. If, within a period of 750 hours worked after the start of the Instruction, the Client enters into an employment relationship with the Temporary Employee concerned directly for itself, through and/or for third parties, it shall pay the Temporary Employment Agency compensation for the lost profit margin for the duration of the period from the time the Client enters into the aforementioned employment relationship with the Temporary Employee until the aforementioned period of 750 hours worked ends. The aforementioned amount shall be immediately due and payable in a lump sum.
3. If the Client enters into a direct employment relationship with the Temporary Employee within six months after the Temporary Employee stops being furnished and the Temporary Employee was not furnished for more than 750 hours, the Client shall pay the Temporary Employment Agency compensation for the lost profit margin for the duration of the period from the date the Temporary Employment Agency started to furnish the Temporary Employee to the Client until the

aforementioned period of 750 hours worked ends. The aforementioned amount shall be immediately due and payable in a lump sum.

4. If, through the Temporary Employment Agency's mediation, the Temporary Employee was introduced to the Client and the Client enters into a direct employment relationship with the Temporary Employee within six months after this without there having been an Instruction for employment through the Temporary Employment Agency, the Client shall owe the Temporary Employment Agency a fee of at least 20% of the full-time annual salary, including the 8% holiday allowance. The aforementioned amount shall be immediately due and payable in a lump sum.

Article 23 Payment

1. The Client must at all times pay any invoice submitted by the Temporary Employment Agency within eight days of the invoice's date, unless otherwise agreed in writing by the Client and Temporary Employment Agency.
2. Only payments to the Temporary Employment Agency itself or a legal entity which the Temporary Employment Agency has authorised to collect the amounts referred to in paragraph 1 of this Article on its behalf shall discharge the payment obligation. Payments to Temporary Employees or providing advances to Temporary Employees shall be prohibited and have no binding effect, and may never constitute a basis for payment or set-off of debts.
3. If an invoice from the Temporary Employment Agency has not been paid within eight calendar days after it is sent, the Client shall be in default from that time by operation of law without a notice of default and shall owe interest on the outstanding amount of 1% per calendar month, with a portion of a month being considered a full month.
4. The copy of the invoice sent by the Temporary Employment Agency in the Temporary Employment Agency's possession shall constitute conclusive evidence of the interest owed and the date on which calculation of interest begins.
5. Complaints concerning any invoice must be submitted in writing to the Temporary Employment Agency within seven calendar days of the date the invoice is sent. The Client shall bear the burden of proof concerning timely submission of the complaint. After this period, complaints shall no longer be taken up, and the Client's complaint rights shall be extinguished. A complaint shall not affect the payment obligation.
6. All collection costs, including all legal assistance costs, both in and out of court and by whoever provided, shall be paid in full by the Client.

Article 24 Final provision

1. If one or more provisions of these *General Terms and Conditions* are null and void or declared invalid, the Instruction and the *General Terms and Conditions* shall otherwise remain in effect. The provisions which are not legally valid or which cannot by law be applied shall be replaced with provisions which are as consistent as possible with the intent of the provisions to be replaced.