

GENERAL HIRING TERMS AND CONDITIONS (GHTC)

Syntegon Packaging Solutions B.V., 12/2024

Article 1 Definitions

Quotation:	The proposal and/or offer of the Agency in response to a Request for the provision of Services.
Request:	The request from Syntegon to the Agency to issue a suitable Quotation for the provision of Services.
DCC:	The Dutch Civil Code.
CLA:	A collective labour agreement.
Services/Service Provision:	The provision of Temporary employees by the Agency to Syntegon on the basis of an Order and the related services, as described in the Order. Mediation for or provision of self-employed persons is explicitly excluded.
Flex groups:	The subdivision of job categories for Temporary employees, taking generic and specific positions into account as well as the payroll type BV1 and BV2 in equivalent groups: Flex group 1. Generic positions in primary and support processes (up to secondary vocational level (MBO)) (e.g. Warehouse employee) Flex group 2. Specific positions in support processes (higher education (HBO)/university level) (e.g. HR/ Procurement) Flex group 3. Specialist positions in the primary process (lower vocational education (LBO)/secondary vocational level (MBO)) (e.g. blue collar technicians) Flex group 4. Specialist positions in the primary process (secondary vocational (MBO)+/higher education (HBO)/university level) (e.g. white collar technicians)
Temporary employee:	Individuals who have an employment contract with the Agency and which are provided to Syntegon by the Agency to perform work under the direction and supervision of Syntegon.
Order:	The written contract between the Parties, on the basis of which the Agency makes a Temporary employee available to Syntegon pursuant to the Conditions (GHTC) and where applicable, a Framework Agreement, for a fixed term, and in which the specific conditions for the placement (such as the name of the Temporary employee, the Hourly Rate, position and term) are recorded.
Contract:	The set of conditions for the placement, the Conditions (GHTC), and (if present) the Framework Agreement and Price Agreement.
Parties:	Syntegon and the Agency, jointly.
Price Agreement:	An agreement between Syntegon and an Agency in which the Hourly Rates are stated.

Framework Agreement:	An agreement between Syntegon and a preferred supplier, in which further agreements are reached on the conditions (GHTC) under which the Service is provided and to which the Conditions (GHTC) apply in full, unless and in as far as deviations from this are agreed in writing.
Agency:	The legal entity that provides the Service to Syntegon in accordance with the placed.
Hourly Rate:	The hourly fee for which the Temporary employee is made available to Syntegon, as agreed in the Order and/or Framework Agreement.
Conditions (GHTC):	These General Hiring Terms and Conditions.

Terms in the singular form also relate to the plural form and vice versa if the context in which they are used entails this.

Article 2 Application and scope

- 2.1 These General Hiring Terms and Conditions always apply to all Quotations, Orders, Framework Agreements and Contracts between the Agency and Syntegon in relation to the Services.
- 2.2 These General Hiring Terms and Conditions replace all other previous regulations, agreements, promises, contracts, conditions and/or related matters unless an explicit deviation from this is agreed here (in writing).
- 2.3 Agreements derogating from these General Hiring Terms and Conditions apply only if confirmed in writing in the Order or if confirmed on behalf of Syntegon by a person lawfully authorized to represent Syntegon. These derogating agreements apply solely for the specific Order(s) and/or Framework Agreement(s) or Contract(s) to which they have been declared applicable.
- 2.4 If a provision in the Order derogates from or conflicts with or is inconsistent with these Conditions, the provisions of the Conditions prevail unless the Order explicitly derogates from the provision in the Conditions with a specific reference to the relevant provision in the Conditions.
- 2.5 Any general or specific delivery and/or sectoral conditions of the Agency do not apply, including if reference is made to these in the offer or Order, and are explicitly rejected by Syntegon.
- 2.6 Where these General Hiring Terms and Conditions make no provision for a situation, the Parties shall open talks in order to agree a new provision that does justice to the relevant situation.
- 2.7 If a provision of these General Hiring Terms and Conditions is null and void, illegitimate, unenforceable or is nullified, the other provisions shall remain in force and the Parties shall open talks in order to agree a new provision to replace the provision that is null and void, illegitimate, unenforceable or is nullified, in observance of the objective and purport of the original provision as far as possible.
- 2.8 These General Hiring Terms and Conditions were originally drawn up in Dutch. If there is any conflict between the Dutch text of these General Hiring Conditions and the translated text, the Dutch text will prevail.
- 2.9 No exclusivity applies for the Agency in relation to the provision of Temporary employees. The Agency cannot claim any minimum turnover in any way.

Article 3 Orders

- 3.1 An Order is realised in writing only after Syntegon has placed this with the Agency in a manner and format designated by Syntegon and this has been accepted by the Agency. An Order is deemed to have been accepted:
- if the Agency has explicitly and unconditionally accepted the Order;
 - as soon as the Agency has started the execution of the Order; or
 - if the Agency does not explicitly reject the Order within three working days of its receipt.
- 3.2 The Order refers to the specific conditions for the placement (Contract) which at least the name of the Parties, the first name and surname of the Temporary employee, the job title, term, number of hours per week, the Hourly Rate and other remuneration, the working location, certificates and/or necessary professional qualifications.
- 3.3 The Order is contracted for a fixed term and expires by virtue of law after the end of the term for which it is contracted.
- 3.4 Syntegon has the right to change the nature and scope of the work to be performed by the Temporary employees of the Agency pursuant to an Order, within reason, but only following consultation of the Agency. Syntegon will draw up a new written Order in the event of any change to the specific conditions for the placement (Contract).
- 3.5 If Syntegon notifies the Agency within a reasonable term prior to the end date of the Order that it wishes to renew the Order, the Order will be renewed in accordance with Syntegon's request.

Article 4 Dissolutions, cancellation and suspension

- 4.1 Syntegon may cancel the Order in writing, in observance of a notice period. The following notice periods apply unless the Order derogates from these:

Flex group 1 and 3:

A. Deployment up to 2 months:	1 working day
B. Deployment longer than 2 months but shorter than 6 months:	2 weeks
C. Deployment longer than 6 months:	4 weeks

Flex group 2 and 4: one month

In case of force majeure*: immediate

*Force majeure is understood under the definition given in the Dutch Civil Code 6:75.

- 4.2 Syntegon may dissolve the Order, partially or in full, before the end date with immediate effect, without the intervention of a court and without liability to the Agency for compensation for damage, if:
- a Temporary employee, according to reasonable justification, does not comply or no longer complies with the requirements, set by Syntegon in relation to skills, expertise or certificates required for the work; or
 - the Temporary employee does not comply with laws or regulations or the codes of conduct and safety regulations applying at Syntegon;
 - the Temporary employee commits fraud and/or forgery;
 - the attitude and/or the behaviour of the Temporary employee is such that continuation of the Order can no longer reasonably be expected of Syntegon;
 - it is foreseeable that the Temporary employee will not be available for more than two (2) weeks due to illness or for reasons other than planned leave;
 - If Syntegon does not receive a full and correct A1 declaration within a reasonable term set by Syntegon after the commencement of the Order.
- If termination takes place on the grounds of this Article 4.2, no later than on the Temporary employee's second working day and with the exception of the provisions of paragraphs e and f, Syntegon will not reimburse the hours worked.

- 4.3 Syntegon has the right, without prejudice to the other rights accruing to it, including the right to compensation for damage, and with no obligation to pay the Agency any compensation for damage, to dissolve the Framework Agreement or the Order, partially or in full, with immediate effect, by means of written notification of the Agency, if:
- a. the Agency attributable fails to comply with one or more of its obligations pursuant to the Framework Agreement or the Order and proper compliance is permanently impossible or the failure is not rectified, despite a written warning from Syntegon, within a reasonable term set in the warning; or
 - b. gross negligence on the part of the Agency; or
 - c. third parties, not being group companies or subsidiaries (as referred to in Article 2:24b and Article 2:24a DCC respectively), acquire direct or indirect control over the activities or the business of the Agency and Syntegon cannot reasonably be expected to approve this; or
 - d. the Agency has lawfully invoked force majeure and the situation of force majeure persists for more than 30 days or can reasonably be expected to exceed 30 days; or
 - e. the Agency or its personnel make gifts or promises, or provide services to staff of Syntegon with the apparent intention of motivating them to take or omit action in contravention of their obligations; or
 - f. pursuant to the provisions of Article 7.7.
- 4.4 Without prejudice to the other provisions of the Contract, the Parties have the right to dissolve the Framework Agreement or Order(s) with immediate effect, without further notice of default or prior legal intervention, due to:
- a. an application for or granting of a (provisional) moratorium on payments or an insolvency declaration regarding one of the Parties;
 - b. discontinuation or liquidation of the business of one of the Parties;
 - c. garnishment of a significant part of the assets of the other Party;
- 4.5 In the event of Force Majeure, compliance by the Parties with obligations arising from these Conditions is suspended, partly or in full, for the duration of the Force Majeure, with no liability of the Parties to each other to pay compensation for damage in that regard. If the Agency invokes Force Majeure, it must notify Syntegon of this in a timely manner, submitting written documentary evidence of the Force Majeure.
- 4.6 Syntegon has the right to suspend full or partial compliance with its obligations to the Agency, including payments to the Agency, if the Agency seriously and/or repeatedly fails to comply with its own statutory or contractual obligations. Syntegon will notify the Agency of such suspension in writing, without delay, stating its reasons. The Agency has no right to invoke suspension.

Article 5 Obligations and guarantees of the Agency

- 5.1 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, comply without exception with the obligations, requirements and guarantees recorded in the Contract.
- 5.2 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, comply without exception with the CLAs or terms of employment and/or the laws and regulations applicable to the Agency.
- 5.3 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, will be performed in a professional manner and with care at all times and comply with the requirements that can reasonably be made for this in relation to normal business operations.
- 5.4 The Agency guarantees that it holds the required permits, certificates and registrations for full compliance with the obligations, requirements and guarantees recorded in the Contract, without exception.

- 5.5 In publications (press releases) or other advertising expressions, other than for expressions for the recruitment of Temporary employees directly related to the Service, the Agency shall not mention the Service to be provided or the Order and shall not use the name and/or the logo of Syntegon without the written consent of Syntegon. Syntegon has the right to withdraw the consent granted at any time, without further justification and with immediate effect.

Article 6 Transfer of rights and obligations and deployment of third parties

- 6.1 Agency does not have the right to transfer the obligations and/or rights pursuant to the Contract to third parties or to outsource these (including cession and/or pledging of claims against Syntegon) without the prior written consent of Syntegon. Syntegon may attach additional conditions to such consent, which conditions must be followed by the Agency.
- 6.2 If consent is granted for the deployment of a third party pursuant to Article 6.1:
- a. the Agency retains full responsibility and liability for the execution of the Framework Agreement and/or the Order by the third parties that it deploys for that purpose, including the obligations of the Agency or of the deployed third party pursuant to fiscal and social insurance legislation; and
 - b. the Agency guarantees that the third party deployed shall also comply with the conditions in the Contract applying for the Agency; and
 - c. the Agency is required to impose all relevant obligations in the Contract for the deployment of the third party on that third party, in full, and also to require that third party to impose such obligations, in full, on parties with which it contracts obligations in relation to the provision of the Services;
 - d. the Agency guarantees that the third party shall not deploy any third parties or subcontractors for the provision of the Services without the explicit additional written consent of Syntegon being recorded in the Order; and
 - e. the Agency indemnifies Syntegon in full against all civil law, fiscal and social insurance law claims arising from or relating to the deployment of third parties by the Agency.
- 6.3 The Agency is required to impose all obligations recorded in this Article 6 on all parties with which the Agency contracts obligations in relation to the provision of the Service, in full. The Agency is also required to require these parties to then impose such obligations, in full, on parties with which they contract obligations in relation to the provision of the Services.

Article 7 Payroll taxes, VAT and SNA register

- 7.1 The Agency guarantees that the payroll taxes on the wages of the Temporary employees made available will be deducted and declared and transferred to the Tax and Customs Administration in a timely manner, in full.
- 7.2 The Agency guarantees that VAT due on the fees will be declared and transferred to the Tax and Customs Administration in a timely manner, in full.
- 7.3 At Syntegon's earliest request, the Agency will send an original written declaration to the Tax and Customs Administration at the earliest opportunity, concerning the timely and full payment of the Payroll Taxes due for the previous quarter in relation to the Temporary employees made available by the Agency as well as the VAT due in relation to the Service Provision ('Declaration of Payment Behaviour').
- 7.4 The Agency guarantees that it still complies with the NEN 4400-1 or the NEN 4400-2 standard and is and will remain recorded in the register of the Stichting Normering Arbeid (SNA). If and as soon as the Agency is no longer certified, the certification is suspended and or the Agency no longer complies with the requirements set by the SNA, the Agency is required to report this to Syntegon without delay and Syntegon is authorised to independently arrange for the conduct of an audit at any time, at the Agency's expense, via a third party or otherwise, in order to determine whether the Agency complies with the requirements set in the standard.
- 7.5 Agency must hold a blocked account (G-account). Syntegon will make use of the G-account to meet its obligations relating to approved invoices from the Agency. This payment discharges the payment obligation vis-à-vis the Agency.

a. If the Agency is certified in accordance with the NEN 4400-1 or NEN 4400-2 standard and is recorded in the SNA register, the amount of these deposits will be 25% of the invoice amount (inclusive of VAT) or 20% of the invoice amount if and insofar as the reverse-charge mechanism applies.

b. If the Agency is not or is no longer certified in accordance with the NEN 4400-1 or NEN 4400-2 standard and is not or is no longer registered in the SNA register, the amount of these deposits will be 40% of the invoice amount (exclusive of VAT) or 20% of the invoice amount as well as the VAT charged.

Via the aforementioned deposits, Syntegon is discharged of that part of the Payroll Taxes and VAT due.

- 7.6 The deposit into the G-account will not be used if the Agency is a listed company in an OECD country which complies with the NEN 4400-1 or the NEN 4400-2 standard, is recorded in the register of the Stichting Normering Arbeid (SNA) and can submit a valid indemnity decision from the Tax and Customs Administration that the relevant company has provided adequate surety for the payment of payroll taxes and VAT. The Agency must provide Syntegon with a current decision from the Tax and Customs Administration every year.
- 7.7 In the absence of full and timely compliance by the Agency with the obligations laid down in this Article 7 Syntegon has the right at all times to suspend all payments until the Agency complies with its obligations again. If the Agency, even after receiving written notice of default in which the Agency is granted a once-only term of 14 days in order to still comply with its obligations, remains in default on compliance with its obligations as referred to in this Article, Syntegon has the right to dissolve the Order and/or the Framework Agreement with immediate effect, without obligation to pay any compensation for damage on the part of the Agency and third parties.

Article 8. WAADI, remuneration, Wage Ratio Rule and CLA

- 8.1 The Agency guarantees that the wages of Temporary employees comply with the requirements set for this in the WAADI and the WAS. On those grounds, the Agency is obliged to comply with the provisions of the CLA and/or working conditions applying to the work. The Agency shall record all applicable working conditions agreements for the execution of the Order in question in a transparent and accessible manner.
- 8.2 The Agency declares that it is fully aware and will remain aware of the current CLA and/or working conditions regulations applying at Syntegon.
- 8.3 On request, the Agency will grant the authorised institutions access to these working conditions agreements with Temporary employees and will cooperate with inspections, audits and/or wage validations of Syntegon or third parties.
- 8.4 If the Agency needs information for proper execution of the Contract, it is required to apply for this in a timely manner. Syntegon will provide the necessary information, on the basis of Article 12a of the WAADI or otherwise, as long as this remains within the limits of the laws and regulations and the principles of reasonableness and fairness.
- 8.5 The Agency guarantees that it will comply at all times with the registration obligation of Article 7a of the WAADI, which means that the Agency is required to be registered in the Commercial Register as a company that makes workers available.
- 8.6 All Temporary Workers are employed by the Agency on the basis of an employment contract pursuant to Article 7:610 DCC or a temporary employment contract pursuant to Article 7:690 DCC, not being a payroll contract pursuant to Article 7:692 DCC. The Temporary employees are recruited and selected by the Agency itself. The Agency is therefore not permitted to make workers available to Syntegon who are employed on the basis of a payroll contract as referred to in Article 7:692 DCC or to offer services that qualify as payrolling within the meaning of Article 1(1)(d) of the WAADI.

Article 9 Identification and WAV

- 9.1 The Agency guarantees that it has identified the Temporary employees in accordance with the WID and the WAV and if necessary, will keep a copy of the identification document in its records, in accordance with the GDPR.
- 9.2 The Agency guarantees that, if and for as long as it deploys a national of a third country, as referred to in the WAV, as a Temporary employee at Syntegon:
- a. this Temporary employee holds a lawfully issued residence and/or work permit and the notification applying in the Netherlands that permit the agency to actually deploy the Temporary employee at Syntegon or permit the Temporary employee to provide Services at Syntegon and that this work permit complies with and will continue to comply with the WAV.
 - b. this Temporary employee holds valid proof of identity, within the meaning of Article 1(1)(1°) to 1(1)(3°) of the WID,
 - c. and that the Temporary employee will be able to present these documents at all times while present at the work location and/or during his or her work for Syntegon at the earliest request of Syntegon or an institution authorized for that purpose.
- A third country national, within the meaning of this Article 9 refers to a person originating from a country outside the European Economic Area (EEA) or Switzerland.

Article 10 audits

- 10.1 On request, the Agency will provide Syntegon, an independent expert deployed by Syntegon, supervisory authorities and/or authorized institutions access to the employment and other contracts, payslips and agreements on working conditions with Temporary employees and will provide unconditional assistance for inspections and audits for compliance with the obligations of the Contract at their earliest request. The Agency will provide the auditor with full assistance, including granting access to documents, data and other files, buildings and personnel and will provide for the assistance of third parties insofar as this is reasonably necessary for an effective and efficient audit and insofar as this does not breach a confidentiality obligation of the Agency to a third party (not being an Temporary employee. Insofar as the nature of the audit permits, Syntegon will announce the audit with a reasonable notice period.

Article 11 intellectual property rights

- 11.1 All intellectual/industrial property rights, including copyrights, patent rights, trademark rights, databank rights and model rights that arise during the execution of the contract by the Agency or by third parties engaged by it and/or through the work of the Temporary employee accrue to Syntegon in full. The Agency will transfer these intellectual property rights to Syntegon for no consideration at the time at which they arise, which transfer Syntegon hereby accepts in advance. To that end, the Agency, on request, will provide all information and perform all formalities necessary to enable Syntegon to register the aforementioned rights in its own name.
- 11.2 Insofar as the intellectual property rights accrue to one or more Temporary employees and the intellectual property rights arose in connection with their work at Syntegon, the Agency will ensure that it has the right to transfer these intellectual property rights to Syntegon. The Agency will also ensure that the other provisions of this Article 11 are agreed with the Temporary employee in relation to the Agency, so that Syntegon can exercise its rights as provided for in this Article in full.
- 11.3 The intellectual property rights used in the provision of the Service(s) and which were owned by the Agency or third parties before the commencement of the Service(s), or which were developed independently by the Agency or third parties during the term of the Contract or Order, remain the property of the Agency or the aforementioned third parties.
- 11.4 Insofar as the intellectual property rights referred to in Article 11.1 cannot be transferred, or insofar as the use of the rights referred to in Article 11.3 by Syntegon is necessary for the use of (results arising from) the Services, the Agency grants Syntegon extensive, exclusive, transferable rights of use in advance for all intellectual or industrial property rights referred to in Article 11.1 and 11.3, in any form whatsoever.

- 11.5 The Agency hereby pledges not to invoke its rights to make changes to the product (as referred to in Article 25(4) of the Copyrights Act 1912) or to invoke its rights as referred to in Article 25(1)(a), 25(1)(b) and 25(1)(c) against Syntegon. The Agency cannot exercise Article 7 of the Copyrights Act in relation to the works referred to in Article 11.1.
- 11.6 Drawings, images, calculations, working methods, data, data carriers and procedures provided by Syntegon remain the property of Syntegon, are designated as Confidential Information and may be used by the Agency solely for the execution of the Contract. At the request of Syntegon, the Agency is required to return these documents to Syntegon at its own expense.
- 11.7 The Agency guarantees that the Service Provision does not breach any third party Intellectual Property Rights. The Agency will indemnify Syntegon against all third-party claims based on any actual or alleged breach of these rights. In addition, the Agency will indemnify Syntegon against all damage caused by the (apparent) breach, including the actual legal and other expenses, and will, immediately on Syntegon's request, conduct the legal proceedings on behalf of Syntegon or provide Syntegon with sufficient and adequate information to enable it to conduct the legal proceedings.

Article 12 Processing of personal data

- 12.1 The Parties shall comply strictly with the provisions of the General Data Protection Regulation (GDPR) and may be called to account for this by the other party.
- 12.2 The Agency and Syntegon are each independently responsible for the processing of personal data of the Temporary employees. Each Party shall ensure that its processing of personal data takes place legally, correctly and transparently.
- 12.3 The Parties do not have the right at any time to use or provide for the use of the personal data made available to them by the other Party in any way, partially or in full, other than for the Service Provision, except in the case of statutory obligations to the contrary.
- 12.4 The Parties shall take appropriate technical and organisational security measures to secure the personal data of Temporary employees, or personal data obtained from the other Party, against loss or any form of illegitimate processing. Taking account of the state of the art and the costs of their implementation, these measures represent an appropriate level of security in view of the risks entailed by the processing and the nature of the data to be protected. The measures are aimed partly at preventing unnecessary gathering and further processing of personal data.

Article 13 Confidentially

- 13.1 The Agency shall protect the confidentiality of Confidential Information and without the written consent of Syntegon, shall not disclose, make this available to, grant access to or otherwise make this available to third parties, other than insofar as necessary for the execution of the Contract, unless any statutory provision or court ruling requires it to disclose this or unless this Article 13 derogates from this.
- 13.2 The Agency shall make all data (written documents, computer files and the like) in its possession in relation to the execution of the Order available to Syntegon at its earliest request and/or within five working days of the completion of the relevant work.
- 13.3 With regard to all Confidential Information originating from Syntegon that is in the possession of the Agency or is provided to it in any form or on any data carrier whatsoever, the Agency undertakes:
- To observe all reasonable technical and organisational measures for safekeeping or safe storage;
 - Not to use the confidential information for any purpose other than the execution of the Service Provision;
 - Not to keep the confidential information in its possession for longer than is reasonably necessary for the performance of the agreed obligations and to make this confidential information available to Syntegon again, including any copies made, immediately after full compliance with the aforementioned obligations or, with the consent of Syntegon to destroy it;

- d. To provide assistance for the performance of supervision on the safekeeping and use of confidential information, by or on behalf of Syntegon.
- 13.4 The provisions of this Article 13 do not apply to information that:
- a. Is or becomes public other than as a result of an attributable shortcoming of the Agency;
 - b. Originates from a third party that does not have a confidentiality obligation to Syntegon in relation to the information;
 - c. The Agency is required to provide in order to comply with a statutory obligation or a court order;
 - d. Is provided to personnel of the Agency and/or Temporary employees, insofar as this is necessary for good provision of the Service and the Agency has ensured that written confidentiality agreements with the relevant employees and/or Temporary employees are in force, which are at least comparable to the agreements in the Conditions.
- 13.5 The Agency undertakes to impose these confidentiality obligations on its personnel and the Temporary employees and guarantees that these persons will comply with those obligations.

Article 14 Liability and indemnification

- 14.1 The Agency is liable for any damages that Syntegon or third parties suffer as a result of an attributable failure by the Agency to fulfil its obligations pursuant to the Contract, and/or laws and regulations, including failure to comply, or to comply fully or in a timely manner with the obligations referred to in Article 7 (Payroll taxes, VAT and SNA register) of these Conditions, as well as for damage caused by the Agency to property of Syntegon, regardless of whether that damage is caused by the Agency, its personnel or another natural person or legal entity for which the Agency is responsible by virtue of law.
- 14.2 Syntegon has the right to (provide to) repair defects resulting from a failure of the Agency to comply with its obligations arising from the Contract, at the Agency's risk and expense.
- 14.3 The Agency fully and unconditionally indemnifies Syntegon, its employees and its managers against:
- a. Third-party claims for compensation for damage suffered in connection with failures of the Agency to comply with its obligations or wrongful acts of the Agency;
 - b. All claims of Temporary employee or Personnel of the Agency, except in the case of a claim on the grounds of Article 14.7 or in the event of malicious intent or gross negligence on the part of Syntegon;
 - c. Penalties and/or penal measures imposed on Syntegon and/or third parties in connection with the failure of the Agency to comply with laws and regulations or actions in contravention of these;
 - d. Damage caused by the Agency to the property of third parties.

The Agency shall nevertheless notify Syntegon without delay as soon as it becomes aware of any claim, penalty or penal measures as referred to in sub-paragraphs a to c.

- 14.4 Without prejudice to the provisions of this Article 14, the Agency shall provide Syntegon with all the assistance that it requires in order to defend itself against any liability or penalty measure.
- 14.5 The liability pursuant to this Article 14 is limited to a maximum of €1,000,000 per occurrence and €2,500,000 per year. This limitation of liability lapses in full in the event of (third party claims for) compensation for damage as a result of death or injury and/or in the event of malicious intent or gross negligence on the part of the Agency or its Temporary employees or third parties that it deploys and/or in the event of a violation of Article 7 (Payroll taxes, VAT and SNA register), Article 8 (WAADI, remuneration, Wage Ratio Rule and CLA), Article 11 (Intellectual property rights) or Article 13 (Confidentiality) of these Conditions.
- 14.6 Insofar as Syntegon is required to comply with any obligation of the Agency pursuant to Article 7 (Payroll taxes, VAT and SNA register), Article 8 (WAADI, remuneration, Wage Ratio Rule and CLA), and Article 9 (Identification, WAV) of these Conditions, the Agency shall reimburse Syntegon for the amounts concerned at Syntegon's earliest request, plus interest at the statutory rate, calculated from the date on which Syntegon paid those amounts to the relevant institution.

- 14.7 Syntegon indemnifies the Agency against claims based on Article 7:658 DCC by Employees made available to Syntegon by the Agency, unless and insofar as these claims are the result of attributable failures of the Agency to comply with an obligation pursuant to this Conditions. In the latter case, the Agency indemnifies Syntegon against all claims of the Temporary employees made available to Syntegon on the grounds of Article 7:658 DCC and against all costs associated with this (including the actual costs of legal aid), in observance of the limits and restrictions imposed in Article 14.5.
- 14.8 The Parties cannot be held liable for indirect damages, which refers only to loss of profit, revenue and reputational damage.
- 14.9 The limitation of liability of a Party lapses if the damage is the result of malicious intent or gross negligence on the part of that Party.

Article 15 Insurance

- 15.1 The Agency has business liability insurance with cover of at least €1,000,000 per occurrence and €2,500,000 per year, which insurance provides cover against claims for compensation for damage consisting of personal injury and damage to property.
- 15.2 The Agency shall provide access to the insurance policies contracted for that purpose at Syntegon's earliest request.
- 15.3 If the current policy is not made available to Syntegon or is not made available in a timely manner, Syntegon has the right to make invoices received and approved non-payable and to suspend the relevant term for payment of the Agency until Syntegon receives the current policy from the Agency in good order.

Article 16 Applicable law and disputes

- 16.1 All Orders, Framework Agreements and Contracts subject to the Conditions are governed solely by Dutch law. Any disputes (including those where only one of the Parties consider it to be a dispute) that may arise will be submitted exclusively to the competent court Eindhoven (Oost-Brabant).
- 16.2 In the first instance, the persons authorised to sign on behalf of, or to represent the Parties shall make efforts to settle any problems that have arisen by agreement.

Article 17 Agency details

- 17.1 Before the commencement of the Service Provision and where necessary at regular intervals (per written document), the Agency will in any event provide Syntegon with the following documents:
- a. A copy of an extract of the Agency's registration in the Commercial Register of the Chamber of Commerce, no more than three months old, showing that the Agency is correctly registered for (professional) provision of workers within the meaning of the WAADI; the extract must be presented annually at Syntegon's request;
 - b. A copy of the G-account contract, including the IBAN number of the G-account;
 - c. A current declaration of registration in the Labour Standardisation Register of the Stichting Normering Arbeid (SNA) concerning the certification in accordance with the NEN 4400-1 or 4400-2 standard or an auditors' report showing compliance with the standards set by the SNA;
 - d. A copy of a valid Safety for Intermediates and Managers of Temporary Work Agencies (VCU)/Safety Health and Environment Checklist Contractors (VCA) certificate (if required);
 - e. A copy of a zero invoice or a blank invoice, including the relevant Commercial Register number, the VAT number and the name and address details of the Agency.

Article 18 Requests and Quotations

- 18.1 Syntegon will send the Request to the Agency by email or, if this is communicated verbally, will confirm the Request in writing after the event. If required, Syntegon will provide an explanation (verbal or otherwise). If necessary, Requests will contain a job/recruitment profile in which the requirements are described. Syntegon may add extra specifications to each Request.

- 18.2 A Request from Syntegon is without obligation and leads to no commitment.
- 18.3 The following applies for Quotations:
- a. These are irrevocable, apply for at least two months and all costs involved in the preparation and submission of a Quotation are borne by the Agency in full. The Agency shall not charge Syntegon any advances, advertising fees, campaign costs, cancellation costs and related costs. Syntegon may always terminate negotiations without stating its reasons and with no obligation to pay compensation for damage; and
 - b. In principle, Temporary employees for a single Request are proposed at the same time. If, by way of an exception, an Temporary employee is proposed for more than one Request at the same time, the Agency will notify Syntegon of this explicitly and in a timely manner; and
 - c. Quotations always contain the requested information and full documentation, as shown in the Request, and are accompanied by a CV or CVs of the candidate(s) in Dutch or English; and
 - d. The Agency has made an adequate pre-selection and proposed candidates are fully informed about the Request, know that they have been proposed to Syntegon and consent to the provision of the relevant personal data to Syntegon.
- 18.4 The Agency guarantees that the Quotations were lawfully prepared and in particular, that these Quotations were realised without any agreement or concerted action with third parties that could obstruct or restrict competition and/or lead to price increases.

Article 19 Details of Temporary employee

- 19.1 Before the Temporary employee starts work, the Agency is required to provide Syntegon with at least the following data and to notify Syntegon immediately of any changes and additions to (the validity of) these data, permits, certificates and diplomas during the term of the Order, in the absence of which the relevant Temporary employee will not be admitted to the Syntegon business premises:
- a. Full name;
 - b. Citizen Service Number (BSN);
 - c. Nationality;
 - d. Type of identity document, the number and the expiry date;
 - e. Residential address and accommodation address on request;
 - f. Date of birth;
 - g. Copies of required certificates and diplomas and on request, all other relevant certificates and diplomas;
 - h. Certificate of Good Conduct (VOG), insofar as required;
 - j. References (on request)

Article 20 Obligations of the Temporary employee

- 20.1 The Agency guarantees that Temporary employees:
- a. Can provide proof of their identity at all times at the request of Syntegon, a security service deployed by Syntegon or a competent authority, on the basis of a valid legally recognised identity document.
 - b. Are suitable and willing to perform the required work and or job and (continually) comply with the requirements of the Request, including with regard to skills, training, certificates and competencies.
 - c. Have all skills for professional, safe and efficient performance of the agreed work and/or job.
 - d. report to the representative of Syntegon at the agreed time and continually keep to the working hours set by report to the representative of Syntegon at the agreed time and continually keep to the working hours set by Syntegon.
 - e. Have sufficient mastery of Dutch, or in the case of personnel who are not resident in the Netherlands, of English, to the satisfaction of Syntegon, unless otherwise agreed.
 - f. Are aware of current regulations and instructions at Syntegon with regard to the performance of work and follow these at all times.
 - g. On termination of the Order, return all equipment provided by Syntegon immediately, in good condition, to Syntegon.

Article 21 Suitability of the Temporary employee

- 21.1 The Agency ensures that the Temporary employee suits the work described in the Order and/or Request in terms of education, skills and experience. The Agency is responsible for checking references and verifying the authenticity of diplomas, certificates and valid identity cards and any other required documents as stated in the Request.
- 21.2 The Agency is responsible to phase the Temporary employee into the work process at the desired starting level by means of information, training and guidance.
- 21.3 Syntegon reserves the right to test the provided Temporary employees on their supposed suitability and required qualifications. The cost for the test will be borne by Syntegon if the test is successfully completed. If the proposed candidate does not pass the test successfully, the cost of the test and/or examination will be charged to the Agency by Syntegon.
- 21.4 The Temporary employees provided must be physically and mentally fit for the work to be performed and must not be limited by drugs or stimulants in order to capably perform the relevant work and tasks.

Article 22 Codes of conduct, guidelines and instructions

- 22.1 The Agency strives to ensure that the Temporary employees it provides at least adhere to the following rules of conduct:
- company guidelines;
 - exhibit excellent manners;
 - refrain from the use and/or possession of alcoholic beverages and/or drugs at work and/or in vehicles used for the purpose of work, neither at work, nor during the home-office commute and refrain from being under the influence of such drugs.
- 22.2 The Agency shall ensure that Temporary employees are familiar with Syntegon's Code of Conduct and the Rules of Conduct for the use of information systems and IT resources and sign them prior to provision.

Article 23 Provision of goods

- 23.1 After completion of the work, all goods provided to the Temporary employees by Syntegon, such as but not limited to keys, access cards, etc. must be returned to Syntegon. Goods that have been provided and have been lost or returned to Syntegon in a damaged condition will be charged to the Agency to the benefit of Syntegon.
- 23.2 The goods provided by Syntegon may only be used by the Temporary employees during the work activities. The Agency will inform the Temporary employees it provides of this obligation.

Article 24 Provision of staff

- 24.1 The working hours for Temporary employees are the same as the customary working hours at Syntegon.

Article 25 Impediment, illness and premature departure

- 25.1 If a Temporary employee is unable to perform the contracted work due to illness or another impediment, the Agency shall ensure that the Syntegon's supervisor is notified in good time, no later than 2 hours before start of the work and according to Syntegon's company rules.
- 25.2 Syntegon does not owe any compensation if a Temporary employee is unable to perform the agreed activities, unless this has been caused by Syntegon.
- 25.3 If the Temporary employee quits in the first 5 working days, Syntegon will not owe compensation for the first 3 working days, provided that Syntegon is not to blame for the cancellation.

Article 26 Leave

- 26.1 A request for a day off will be submitted by the Temporary employee to his/her supervisor promptly, i.e. in accordance with Syntegon's leave policy or at least 5 working days in advance.
- 26.2 A request must be submitted to the Syntegon's supervisor at least 4 weeks in advance. If the Temporary employee to be provided has already planned a holiday, the Agency shall inform Syntegon before an assignment confirmation has been made between the Parties.
- 26.3 Leave as described in the previous articles will be determined upon consultation with Syntegon in accordance with the rules that apply at Syntegon. Syntegon may decline a leave request on serious grounds.
- 26.4 The Temporary employee observe the applicable collective (public) holidays and/or scheduled days off. On days that the temporary employee does not perform any work due to collective (public) holiday and/or scheduled day off, Syntegon is not owed any compensation.

Article 27 Replacement of Temporary employees

- 27.1 The Agency is not permitted to withdraw the Temporary employee during the term of the Order, or if Syntegon has given notice before the expiration of the Order that it wishes to renew this, or to change the agreed number of hours without the written consent of Syntegon, unless the Temporary employee explicitly requests this themselves.
- 27.2 If the Agency replaces a Temporary employee on the basis of the preceding paragraph by a Temporary employee who is at least as well qualified, the maximum fees due for the replacement are the same as the fees owed for the Temporary employee who was replaced. The resulting costs, including induction costs, are borne by the Agency in full.

Article 28 Permanent hiring of Temporary employees

- 28.1 If Syntegon hires Temporary employees from the Agency with the objective of employing the Temporary employee concerned (Deta-Vast), it will agree this with the Agency in writing before the request for the deployment. The takeover is free of charge after the Temporary employee has been deployed at Syntegon for 1600 working hours (Flex group 2 and 4) and 1040 working hours (Flex group 1 and 3), unless a different term is agreed in the Order or the Framework Agreement. In that case, Syntegon will determine the terms of employment in order to ensure a smooth transition and the Agency is required to adopt these.
- 28.2 For Temporary employees of whom no takeover, as referred above, was planned in advance, Syntegon has the right to make the Temporary employee an offer of employment after the Temporary employee has been deployed at Syntegon for 1600 working hours (Flex group 2 and 4) and 1040 working hours (Flex group 1 and 3). If the Temporary employee takes up this offer, Syntegon owes no fee to the Agency.

Article 29 Hourly Rates

- 29.1 For the determination of the Hourly Rates Syntegon uses Guideline Rates. The Guideline Rates is tailored per hiring segment and based on the salary scales of Syntegon. The Guideline Rates are determined and managed by Syntegon.
- 29.2 The Guideline Rates can be adjusted annually in response to statutory amendments, amendments to social security contributions and, if applicable, amendments to the CLA of Syntegon.
- 29.3 Unless the Parties explicitly agree otherwise in writing, the Hourly Rates stated in the Order are fixed for the term of the Order and during any renewals of this.
- 29.4 Indexation of the Hourly Rate is only possible with the approval of Syntegon, after a deployment of 18 months and is determined by Syntegon.

29.5	Hourly Rates for various hourly types, including surcharges, are calculated as follows (% of Hourly Rate):	
	Normal hours	100%
	First two hours after work	92,5%
	Other overtime on Mon-Fri	100%
	Hours on Saturday up to 14:00	105%
	Hours on Saturday after 14:00	115%
	Sunday / holiday	125%
	Two shift work	108%
	Three shift work	109%
	Sunday shift work	150%
	Working on public holiday in shift work	205%

Article 30 Surcharges and overtime

- 30.1 If Syntegon determines that the Temporary employee qualifies for the CLA surcharges on the grounds of the Syntegon working conditions regulations, the Agency will pay this to the Temporary employee, at least in accordance with the amounts and surcharges shown in the Syntegon working conditions regulations and only following approval of the relevant hours.
- 30.2 Syntegon will pay the Agency the CLA surcharges:
- As laid down in article 29.5
 - by multiplying the amount for CLA surcharges for which a fixed amount applies ('grossing') by a wage cost factor determined annually by Syntegon.
- Other surcharges, such as surcharges based on the Agency's own working conditions, do not qualify for payment and are deemed to be included in the Hourly rate.
- 30.3 Overtime is permitted only with the prior written consent of Syntegon. The approval of the time registration by Syntegon is also regarded as written permission in this regard, unless explicitly agreed otherwise with Syntegon. Overtime that is not agreed in advance is not approved or paid by Syntegon.

Article 31 Travel and training courses

- 31.1 Parking and toll charges and travelling time are included in the Hourly rate, unless otherwise agreed. Commuting costs are not included in the Hourly rate.
- 31.2 Syntegon and the Agency can collectively establish that, for the purposes of the work to be performed according to the Order, specific education or training is required by the Temporary employee. Education or training is understood to be any form of structured activity, focused on generating, maintaining, expanding, or deepening the knowledge and/or skills of Temporary employees.
- 31.3 In accordance with Article 21, the Agency will ensure that the Temporary employee has the proper education and training, skills and certifications as those requested in the Request. The costs for keeping the education, training, and existing certifications with a limited period of validity up to date are at the expense of the Agency.
- 31.4 If Syntegon considers it necessary, in the interest of properly performing the position, that the temporary employee be further trained/educated, the Agency is required to cooperate.

Article 32 Time registration

- 32.1 The Temporary employee will specify the number of working hours actually worked by the Temporary employee each week in a time registration form (electronic or otherwise) designated by Syntegon, as well as the hours not worked, up to the total number of hours per week for which the Temporary employee is deployed. The Agency must ensure that the Temporary employee completes the time registration form in a timely manner.

- 32.2 The Agency will ensure that invoicing for the hours and expenses of an Temporary employee takes place in a timely manner in accordance with the Syntegon guidelines. If the Agency or Temporary employee has not claimed for any hours or expenses within three (3) months of the end of the relevant week, no hours are deemed to have been worked or expenses incurred by the relevant Temporary employee in the relevant period.
- 32.3 Syntegon may derogate from the provisions of paragraphs 1 and 2 of this Article by recording the hours worked by the Temporary employee itself.

Article 33 Invoicing and payment

- 33.1 Invoicing takes place every 4 weeks and only after the Agency has received an order for this from Syntegon based on the hours actually worked and the hourly accounting approved by Syntegon.
- 33.2 For each Temporary employee an invoice is issued. The invoice contains a specification of the number of hours worked in the specific period, per activity/department. Invoicing and payment will occur in euros.
- 33.3 The invoice must at least contain:
- The full name and address of the Agency
 - Name of the temporary employee
 - Invoice date
 - Hours worked
 - Hourly Rate
 - additional fees
 - Total amount
 - VAT amount
 - Purchase Order Number.
- The invoice with annex, in PDF format, must be emailed to: panl.invoice@bscs.basware.com
- For inquiries: Accounts.PayableService@syntegon.com
- 33.4 Invoice payment will occur 30 days after the invoice date and only if the activity listed as the purpose for the invoice has been fully performed and accepted by Syntegon.
- 33.5 Payment of invoices by Syntegon does not indicate acceptance of the invoice. Syntegon reserves the right to make error claims against the Agency after payment has occurred.
- 33.6 No rates mentioned include VAT.
- 33.7 Syntegon is entitled to suspend its obligations with respect to the Agency, including payment to the Agency, in whole or in part, if the Agency seriously and/or repeatedly does not meet contractual and/or legal obligations, conditions, and requirements. The Syntegon will immediately inform the Agency in writing of a suspension.
- 33.8 If Syntegon implements a new (P2P) system, Agency must follow the invoicing guidelines arising therefrom and thereby cooperate in the smooth commissioning of the new system.