

# GENERAL TERMS AND CONDITIONS

## RANDSTAD BELGIUM NV

Version April 2019

### Article 1. Scope of application

1.1. Each availability by Randstad of temporary workers shall be done exclusively under the conditions agreed at the application and under the general terms and conditions determined below, which form an integral part of the agreement entered into between the user and Randstad, drawn up pursuant to the law of 24 July 1987. These general terms and conditions shall also apply as soon as the user entrusts an application to Randstad and Randstad proposes candidates to the user.

1.2. Randstad shall always operate in accordance with the Business Principles, based on our core values: to know, serve and trust, simultaneous promotion of all interests and striving for perfection. We act with integrity and respect the human rights. The full version of our Business Principles may be found at [b97139e1/Business\\_Principles\\_EN\\_DEF.pdf](https://www.randstad.com/b97139e1/Business_Principles_EN_DEF.pdf).

1.3. Any possible purchase or other conditions of the user shall not apply and shall explicitly be rejected by Randstad.

1.4. Each derogation from the general terms and conditions must be agreed in writing.

### Article 2. The application

2.1. At his application, the user shall in due time provide to Randstad all details which are relevant for a good selection, among which an accurate description of the position and the required qualifications. In doing so, the user may only state criteria which are relevant to the position. When making the application, the user furthermore shall also state the wage, working times, work duration, activities, workplace, working conditions and the intended duration of the assignment.

2.2. Based on the details provided by the user and the capacities, knowledge and skills of the candidates known by Randstad, Randstad shall determine which candidates it will put forward to the user. The user may reject a candidate put forward insofar this is done because of the relevance of the position or other justified reasons.

2.3. Randstad shall always endeavour to put forward a potentially suitable candidate. Randstad shall not be obliged to compensate any damage or costs incurred by the user, if Randstad for whatever reason does not put forward a candidate in time or not at all. Randstad shall not be held liable, if for whatever reason a candidate it has put forward may not be made available to the user or if he terminates (prematurely) a started temporary assignment.

2.4. Randstad shall not be liable for any damage related to deploying candidates who turn out not to meet the requirements and expectations set out by the user, unless this damage is clearly the direct result of an attributable error by Randstad during the selection.

2.5. If the user makes its own selection without Randstad interfering, the user shall be solely liable for this selection, and the user shall indemnify Randstad against any claim coming from third parties or from the temporary worker.

### Article 3. Obligations of the user when making temporary workers available.

3.1. As soon as a suitable candidate is selected, Randstad shall enter into a commercial agreement with the user on the one hand, and an employment contract for temporary work with the selected temporary worker on the other hand. To this end, the user shall provide Randstad in time with all required information so that Randstad may offer the temporary worker a proper employment contract for temporary work prior to the employment. The user shall provide at least the following details:

name and number of his joint committee, and his joint subcommittee if any:

- the presence or absence of any trade union representative at his company;
- the applicable reason for temporary work; in the event of the reason "intake", also if it is a first, second or third attempted employment;
- The place of employment;
- The duration of the (successive) employment contract(s) for temporary work to be entered into with the temporary worker;
- the working time regulation at his company;

- the professional qualification of the temporary worker;
- the wage of the permanent worker(s) with the same qualification at the user's company;
- the specific characteristics of the workplace to be occupied by the temporary worker (workplace, result of the risk evaluations, medical surveillance and the personal protective equipment).

Furthermore, the user must immediately and in writing (or orally with written confirmation within 4 hours following the oral communication) report to Randstad any change in this respect;

Without being exhaustive, this shall contain the following information:

- possible situations of strike or lockout or other forms of temporary unemployment;
- any possible occupational accident;
- any change in start, duration and end of the current employment contract for temporary work having an influence on the Dimona statement to be implemented by Randstad;
- the late presence or absence of the temporary workers;
- the non-renewal of an assignment;
- ...

If the user provides incomplete or wrong wage data or if he provides them late or not at all, he shall be solely responsible for any consequences arising herefrom. All corrections and/or costs caused by this shall result in an extra invoicing to the user. The user shall indemnify Randstad against any claim from third parties.

3.2. The liability for the correct application of the reasons and terms of temporary work shall exclusively remain with the user; in terms of these reasons he shall also ensure, in the cases stipulated by law, the required authorizations of his own trade union delegation and communications to the competent authorities. When using daily contracts, the user shall be solely responsible for the need of flexibility and the proof thereof.

3.3. Pursuant to section 10 of the law of 24 July 1987, temporary workers shall be entitled to the same gross wage, bonuses, meal vouchers and other wage components, as if they would be employed by the user on permanent basis. The same goes for all indexations, conventional wage increases and possible new wage elements which during the employment of the temporary worker come into force. The user must inform Randstad regarding these wage data and their awarding modalities.

If the user provides incomplete or wrong wage data or if he does not provide them (in time), he shall be solely responsible for any consequences arising herefrom. All corrections and/or costs caused by this shall result in an extra invoicing to the user.

3.4. During the employment of the temporary worker, the user shall guarantee the application of the legal provisions on labour regulation and protection applied to the place of employment, pursuant to section 19 of the Law of 24 July 1987.

Consequently, the user must treat the temporary workers as equally as his permanent staff, such as regarding working regulations, working time, surveillance on part-time work performances, working time reduction, compensations, breaks, official holidays, Sunday work, and night work.

3.5. Regarding well-being at work (work safety and hygiene) the temporary worker shall also enjoy the same level of protection as the user's permanent employees. The temporary worker may only perform the activities referred to in the workplace sheet or, if no workplace sheet is required, as referred to in the special commercial terms and conditions, in particular in the description of the workplace, the required professional qualification and the result of the risk evaluation.

Pursuant to the Royal Decree of 19 February 1997, the user must, in the cases provided for, complete the workplace sheet and, regarding the availability of the temporary worker, remit it to Randstad. When drawing up the workplace sheet, the user shall ensure to have taken advice from his prevention service and the occupational physician.

Pursuant to section 5, 4° of the Royal Decree of 19/02/1997 the user shall bear end responsibility for making available work clothes and personal protection equipment, as well as for their cleaning, repairing and maintaining in normal ready-to-use state, even if a derogating commercial agreement on their supply was entered into with Randstad.

3.6 In the event of an occupational accident suffered by a temporary worker, the user shall, after having taken all urgent actions, immediately inform Randstad and supply all required information so that the accident report may be drawn up. If this

report is drawn up too late or omitted, the user shall immediately be responsible.

In the event of a serious occupational accident, the user shall draw up the detailed report and he shall pay all the costs related to this accident. Randstad shall make all necessary information available and, if required, cooperate with the investigation.

3.7 At the beginning of the contract, the user shall undertake to immediately and in writing communicate all required information to Randstad regarding the legal obligations to be observed in order to second a temporary worker abroad in a legally correct way, as well as any possible change which might arise.

The user shall be responsible, in the cases determined by law, to obtain the necessary licenses and to file the required declarations in order to second temporary workers abroad. Randstad may by no means be held liable if the above mentioned provisions are not observed by the user.

3.8. Randstad shall only pay the costs belonging to the employer after the user has submitted to Randstad the documents proving these costs.

If, after control by the tax or social security authorities, a correction must be made, the user shall bear full responsibility. All costs arising herefrom shall also be borne by the user and shall be charged by Randstad to the user.

#### **Article 4. Payment & Invoicing**

4.1. Unless otherwise agreed in writing or laid down in these terms and conditions, invoicing shall be done on weekly basis.

4.2. The invoicing shall be done on the basis of:

- time registration (=the performances as communicated by the user on paper, by electronic means, through Workaniser or by any other agreed way) with a minimum of the hours requested by the user, except when less hours are worked solely due to the temporary worker and if the information obligation as stipulated in these general terms and conditions was not observed.
- the non-performed hours and days such as legal and extra legal official holidays, replacement days of official holidays, absence, holidays, bank holidays, first day of disease, etc. granted by the user to its staff, to which the temporary worker shall also be entitled.
- the agreed coefficient/rate/selection fee: these may be unilaterally increased by Randstad in the event of increasing direct or indirect employer's contributions, legal or statutory changes having an influence on the actual cost price, as well as in the event of all other possible factors determining the actual labour cost, as well as an increase of Randstad's operational costs. The agreed coefficient/rate/selection fee as well as the dimona cost shall in any event change each year as a result of an indexation according to the general consumer price index (2013=100), which shall be applied at the beginning of each calendar year. The gross wages shall also be increased by Randstad in the event of indexations of the wages and the conventional wage increases applied at the user's.
- the remaining wage elements;
- the other written price agreements;

All the amounts referred to above shall be increased with the applicable VAT rate. The invoicing shall be done on weekly basis, unless explicitly agreed in writing by both parties.

For special performances (such as overtime, shift and night work, work on Sundays and official holidays, etc.) the temporary worker shall be paid in accordance with the applicable regulation at the user's in this respect. The wage supplement to be paid shall be invoiced to the user at the same coefficient as the one applied to the basic wage of the temporary worker or the one used to calculate the rate.

4.3. Regardless of the way of time registration, the user shall confirm the correctness of the reported performances and the execution of the activities done by the temporary worker. The user shall be liable for any time registration errors. Regardless of the way of time registration, the user shall ensure that Randstad has the correct and full time registration, as quickly as possible but before 12:00 p.m. on Monday following the week worked by the temporary worker at the latest. If the user fails to communicate the time registration to Randstad in time, the invoicing shall be done based on the hours requested by the user.

4.4. Randstad's invoices shall be payable on receipt at the invoice date, unless otherwise agreed in writing. In the event of payment other than in bank transfer, direct debit or cheque, the costs of collection shall be at the charge of the user. If there is no

payment at reception of the invoice, an interest of 1% per month shall be due by operation of law and without prior notice of default. Moreover, in the event of non-payment of the invoice one month after the due date, a once-only fixed compensation shall be owed to the amount of 15% of the owed amounts, with a minimum of 125 euro.

Every granted method of payment shall by operation of law become overdue as soon as Randstad must proceed to claim the user's outstanding invoices by means of a legal procedure. In the event of a written notice of default, in the event of disputed bills of exchange or bad cheques, in the event of summons by the Social Security (NSSO) or other signs of questionable solvency at the charge of the user, the methods of payment granted by Randstad shall also automatically become overdue by operation of law. In such cases, all invoices (even the ones that are not overdue) shall also immediately become due and payable by operation of law.

The temporary worker is not authorized to collect invoices on behalf of Randstad. Payments by the user to the temporary worker of the invoices of Randstad shall not be enforceable against Randstad.

4.5. All and any complaints regarding the invoices must have been received by Randstad by motivated registered mail within eight calendar days following the invoice date. After this period, the complaint will be inadmissible. Even in the event of a dispute between the user and Randstad regarding the provided services or the implementation by Randstad of the agreement, the user shall always be obliged to pay the invoices for the services provided by the temporary worker and he may not rely on any right to compensation or suspension of his payment obligation.

4.6. By paying the invoice, the user explicitly agrees to receive his invoices electronically in the future, if no specific agreement was entered into, stating that invoices shall be sent by normal mail. By accepting electronic invoicing, parties shall undertake to comply with their legal obligations regarding invoicing as stated in the VAT legislation. Both parties shall confirm to comply with the current applicable requirements set by law on electronic invoicing and guarantee integrity, authenticity, readability and non-refutability of the invoices which were electronically exchanged. Both parties shall undertake to inform all services concerned on the electronic invoicing. All electronic files shall be electronically archived in the same original form as received. The electronic invoicing shall be accepted by both parties as being valid for an undetermined period of time. Parties may renounce the electronic invoicing by means of a certified letter. The notice of termination shall start on the 1st day of the month, following the date on which the certified letter was sent + 30 days. The notice of termination shall not change anything about the respective obligations of the parties with regard to VAT authorities.

#### **Article 5. Processing personal data**

As part of the availability of temporary workers by Randstad and as part of the recruitment and selection assignments which Randstad carries out, personal data shall frequently be exchanged (personal data of candidates, temporary workers, employees of the user) through different channels (electronically, on paper, through IT resources, ...).

Within the meaning of the Law of 30 July 2018 and of the Regulation (CE) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of privacy in relation to the processing of personal data, hereafter referred to as Privacy Law, Randstad shall be considered as responsible for processing the personal data of its candidates/temporary workers'. The user shall also be considered as responsible for processing the personal data of the candidates/temporary workers/his own employees or employees of external companies which are processed on the basis of his own responsibilities and own legal bases. In the hypothesis that one of the parties would act as a processor, a special processing agreement shall be entered into as laid down in the Privacy law. Being responsible for processing the data, Randstad and the user shall be obliged to treat these personal data confidentiality in accordance with the Privacy law and related laws and regulations.

Randstad shall not communicate any personal data to the user except in the cases determined by law. The user may not demand any data from Randstad which it is not allowed to provide on the basis of the applicable laws and regulations. The user shall provide Randstad with the necessary information on the applicable laws and regulations justifying such transfer. In the event of an authorized transfer, the user shall be obliged to take the necessary measures in order to guarantee the safety of the transferred data and to respect the Privacy law and related laws and regulations.

The user shall be responsible for the fact that Randstad shall only be provided with personal data if and insofar the user is entitled to do so and if and insofar he has been granted the required authorization from the persons concerned. The user shall indemnify Randstad against any claim from candidates, employees, employees of the user or other third parties against Randstad related to a violation by the user of the provisions in this article and shall compensate any costs made by Randstad in this respect.

For the purpose of the performance of this contract (conclusion and management of the contract for the provision of services, invoicing, administration and management of business relationship) Randstad will process the personal data of the user's contacts with care and confidentiality, as set out in its privacy statement. This statement can be accessed on the website <https://www.randstad.be/en/disclaimer>, and the user (and the user's contacts he represents) confirm they have read it and are sufficiently informed. The user may be contacted personally by Randstad and Randstad Group companies to remain informed of their commercial activities/actions, using the personal data to which Randstad has access as a result of the performance of this contract.

#### **Article 6. Equal treatment**

For its service, Randstad shall apply the principles of equal treatment and non-discrimination. As a result, Randstad and the user shall by no means treat the candidates / temporary workers discriminatorily during the selection nor during or at the end of the employment. Randstad and the user shall not make any illegal distinction based on discriminating criteria such as age, gender, legal status, sexual orientation, philosophical or religious belief, trade union affiliation, political belief, race, ethnical origin or nationality, current or future health condition, language, handicap or physical characteristics. Randstad shall by no means be obliged to apply discriminating criteria nor may it be held liable by the user for not applying them. Furthermore, Randstad shall be entitled to immediately end the present agreement with the user, without prior legal intervention and without prior notice of default, as a result of a request by the user to violate this non-discriminatory principle. In such case, the user may by no means claim any compensation from Randstad.

#### **Article 7. Electronic communication**

##### **7.1. Use of IT resources**

In the context of implementing the service(s), Randstad may use ICT resources and make them available for use by the user, such as for exchanging data and performing legal activities. The provisions in this article and elsewhere in these terms and conditions regarding ICT resources shall apply to the use of these ICT resources.

The use of the ICT resources by the user shall be limited to the purpose for which it was given, to wit to facilitate and make use of the services of Randstad, among which communicating and taking legal actions as part of those services. The right of use shall automatically end when the service is ended. The user shall only be entitled to use the ICT resources for his own internal business goals and shall not be entitled to resell the ICT resources, whether or not together with its own services, to offer them to third parties on another basis or to use them on behalf of third parties.

When using the ICT means, the user shall act with due care and observe the applicable laws and regulations, these terms and conditions and the (further) conditions of use and/or operating instructions provided by Randstad, including possible changes, published with or for the ICT resources. The user shall on frequent basis go through the user instructions and terms and conditions regarding possible changes or additions to them.

The user shall be responsible for the use by him and his employees, including third parties which he may deploy, of the ICT resources and he shall guarantee that these employees or third parties are authorized and entitled to use the ICT resources and the exchanged information and to take legal actions by means of the ICT resources. The user shall ensure that only employees involved in the preparation, execution and/or processing of the offer, assignment or other agreements between the user and Randstad will be given access to and make use of the ICT means. The user shall indemnify Randstad for all damage arising from an incorrect or unjust use by (employees of) the user of ICT resources and he shall indemnify Randstad against claims from third parties related to this use and/or exchanged data by means of the ICT resources.

Without prejudice to its other rights, Randstad shall be authorized to suspend the use of the ICT resources or to - temporarily or permanently - deny the (particular employee of the) user the access to the ICT resources, if the latter does not observe the conditions and instructions referred to above. Randstad shall not be held liable for any possible damage suffered by the user in that respect.

The user shall take the appropriate technical and organizational measures aimed at the right and undisturbed use of the ICT resources and for avoiding damage at the ICT resources and the information exchanged through them.

The user shall take the appropriate technical and organizational measures aimed at the right and undisturbed use of the ICT resources and for avoiding damage at the ICT resources and the information exchanged with them.

Unless otherwise explicitly indicated or agreed, the ICT resources are designed for use by natural persons. It is not allowed to have the ICT resources approached or used by automated systems, or to establish a link between the ICT resources and an automated system without the prior written authorization by Randstad.

If the user for the use of the ICT resources is given login details by Randstad, these login details must be treated strictly confidentially. The user shall fully responsible for every use and abuse of the ICT resources by means of these login details. Legal actions taken by using the login details (such as making applications or correcting a time registration offered through the tool) shall bind the user. Randstad may assume that users of the login details are authorized to represent the user. If the user suspects that the confidentiality of the login details was breached or if the login details were abused, the user shall report this as soon as possible to Randstad. Subsequently Randstad shall deactivate these login details as soon as possible.

##### **7.2. Operation and availability of ICT resources**

Randstad shall use reasonable endeavours to guarantee the availability and quality of the ICT resources. However, Randstad shall not ensure the continuous, fault-free availability of the ICT resources or the full correct processing of data by using these ICT resources. Randstad is explicitly not responsible for any faults in the availability and operation of the ICT resources due to force majeure (in particular including a malfunctioning internet, hacking, denial and service attacks) and/or due to actions or negligence by (employees of) the user or due to third parties deployed by the user.

The user shall directly inform Randstad should he observe failures or should he (accidentally) be given access to data which are not intended to the user. The user shall lend all required cooperation to any failure investigation and he shall, if possible, immediately remove data which is not intended to him in a way to be determined by Randstad. If a failure is not found of if it was caused by the very user or by a third party deployed by the user, Randstad shall be entitled to charge the user with the reasonable costs regarding the failure investigation and the possible failure solution.

Randstad shall be entitled to temporarily suspend the availability of the ICT resources, when this is necessary for a change to be implemented or regarding a preventive and/or corrective maintenance. Randstad shall use reasonable endeavours to minimize the inconvenience to the user.

Randstad shall be entitled to adjust the ICT resources from time to time, such as regarding technological developments, changes in its business operations or company policy. In doing so, existing functionality may be adjusted, supplemented or removed. Adjustments in the ICT resources, which have a substantial impact on the user (e.g. because data must from now on be supplied in a new way), shall be - where possible - reported to the user through the ICT resources or otherwise. Therefore the user must, when using the ICT resources, on frequent basis go through and follow any possible user instructions and other data made available by Randstad through the ICT resources or otherwise

##### **7.11 Security**

Randstad shall take proper technical and organizational security measures to protect the ICT resources against damage by viruses or other software or messages, or through unauthorized access to and use of data by the user.

The user is aware that it is impossible to fully exclude every contamination of ICT resources, and every unauthorized use, abuse and/or unintentional damage or loss of data. Randstad shall not assume any liability towards the user if, despite the measures taken, data of the user do get contaminated, lost or used by unauthorized people, unless this is demonstrably resulting from intent or gross negligence by Randstad.

If as part of the agreed service(s) the user and Randstad establish a link between systems of the user and Randstad, the user shall take appropriate action to protect the ICT resources and its processed data against damage, abuse and unauthorized access through the link from the user's systems. To this end, Randstad may specify additional requirements and it shall be entitled to temporarily suspend the link, if a lack of security at the user's constitutes a danger for the ICT resources or other systems of Randstad.

#### 7.4. IT resources and data

The data, shown through the ICT resources shall be collected and assembled with care. However, Randstad may not fully guarantee that this information is at all times correct, complete and up to date. Imperfections may for instance be the result of Randstad depending on information coming from third parties, the administrative processes applied, the used technology and internet failures. If the user finds that particular data are not correct, he shall immediately point this out to Randstad.

If the user communicates information to Randstad through ICT resources, he is responsible for this information being correct and complete. In its service, Randstad may assume that this is the case. Randstad shall not be obliged to check if the information communicated by or on behalf of the user is accurate or complete. Should Randstad however do check the information and give an advice, this shall be without obligation and without accepting any liability for it.

Randstad shall be authorized (but not obliged) to remove, change or add without prior notice any exchanged information which is not (no longer) correct or complete through the ICT resources.

It is not allowed to send or post messages and/or upload material with a misleading, insulting, discriminating or otherwise unlawful or - in the opinion of Randstad - improper or undue offensive content. Randstad shall reserve the right not to post such messages and/or uploads or remove or change them without prior notice.

With regard to the content of information or legal actions which are exchanged or taken through the ICT resources, its registration in or by means of the ICT resources shall be decisive. This registration shall also be decisive with regard to the time when the information is made available or received by Randstad or the time when the legal action concerned is taken. In the event of a motivated dispute by the user regarding the time or content of the information or legal action, Randstad shall carry out an inquiry in a reasonable and transparent way and it shall communicate the results of this inquiry to the user. The user shall not be entitled to suspend payments on the basis of such dispute.

### Article 8. General provisions

#### 8.1. Confidentiality

Randstad and the user shall not pass on to third parties any confidential information of or on the other party, its activities, employees, staff, clients and other relationships, of which they have gained knowledge during the implementation of the agreement, unless - and insofar - the passing on of this information is required to be able to properly carry out the assignment, or unless they are legally required to make this information public.

Both parties shall commit to impose the obligations on the employees deployed in the implementation of the assignment / agreement and the activities resulting from it, as laid down in the first paragraph of this article.

The user may at his own discretion directly make arrangements with the temporary worker on keeping secret the confidential information or on processing personal data which is made known to the temporary worker during employment at the user's. Randstad shall explicitly not be liable for any fine, penalty payment or possible damage suffered by the user as a result of a violation by the temporary worker of the confidentiality obligation.

#### 8.2. Intellectual property

All intellectual property rights on ICT resources, texts, data (files), formats, logos, brands, other visual and/or audio content and any other content, including the design, selection and its ranking, which the user shall be given access to as part of the offer or of the agreement, with the exception of content of the user, shall explicitly remain with Randstad or its licensors. This shall also apply to any possible modifications, additions or works specifically requested and/or paid by the user. With regard to the ICT resources and the content referred to above, the user shall only be given a temporary, personal, non-exclusive and non-transferable right of use, insofar and as long as this is required to enable the

use of the services agreed between Randstad and the user. Content that is specifically produced by Randstad for the user, such as a client-specific report, may also be used by the user - for its own internal business purposes - after the service has ended.

The user shall indemnify Randstad against all and any claims from third parties related to any alleged violation of the (intellectual property) rights of these third parties of content that was made available by the user to Randstad or to the employee as part of the offer or the agreement.

### Article 9. Audit rights

The User shall agree to not carry out more than one audit per year. The range of the audit shall not contain any information on other clients of Randstad, internal information of Randstad which is not directly related to the performances of this agreement, price-sensitive information, information falling under the rules related to protection of data or non-public information of employees enabling to identify them personally. The audit may be carried out by the internal audit department of the user or by an external audit company. The auditors shall be bound by the confidentiality requirements and shall sign a confidentiality agreement. The user shall compensate Randstad if he or his auditors did not observe their obligations in terms of confidentiality.

If the user intends to carry out an audit, he shall agree to announce this intention within a period of ten (10) working days. Where applicable, the user shall agree to communicate the name of the audit company in charge of the audit process. Randstad shall be entitled to refuse the audit company chosen by the user, by means of a written statement to be sent within five (5) days following the notice of the audit. In such case the user shall, following consultation with Randstad, choose another audit company. The provision referred to above shall not apply to the internal audit department of the user. A copy of the audit report shall automatically and free of charge be sent to Randstad. The user shall agree to bear all costs accrued as a result of the audit.

### Article 10. Applicable law / competent courts

The Dutch-speaking courts and tribunals of Brussels, department of Brussels, shall be competent to take note of any disputes resulting from or related to any agreement between the user and Randstad.

### Article 11. Liability

Randstad will carry out this assignment to the best of its knowledge and abilities, in accordance with the rules and taking into account the regulations, provisions and technical standards in this regard.

This agreement is an obligation of means and not an obligation of results.

Parties explicitly agree that Randstad's liability is limited to the number of the amounts invoiced and paid for the relevant activities in that calendar year, with an absolute maximum of 100,000€ per calendar year.

Randstad's liability is limited to the direct damage directly resulting from the non-implementation or incorrect implementation of Randstad's assignment. Randstad may by no means be held liable for company damage or any other indirect damage suffered by the user, also including any damage as a result of lost profits, lost savings and/or the application of penalty clauses.

Randstad is the temporary workers' legal employer, but Randstad will not exercise any authority on the temporary workers. In accordance with the Law of 24 July 1987 on Temporary Work and section 1384 paragraph 3 of the Civil Code as well as the one based on section 1382 and following of the Civil Code, the temporary workers will fall under the authority and hence the civil liability of the user. As a consequence, the user shall exclusively be liable for all and any damage caused by the temporary worker to third parties. The provision of a "temporary work clause" in the civil liability insurance of the user is recommended.

Unless due to its own omissions or actions, Randstad shall by no means be liable for any consequences arising from the absence and/or late presence of its temporary workers.

Randstad shall not be liable either for the damage caused by the temporary worker to the user during and on the occasion of his employment at the user's. Randstad shall not be liable either in

the event of damage, loss, theft or disappearance of material, money or goods entrusted to the temporary worker.

In terms of selection, Randstad's liability may never be called upon if the user personally carries out the selection of the candidate temporary workers.

Randstad shall not be liable either for any loans or advance payments, in kind or in cash, which may be allowed by the user to the temporary worker. Furthermore, reclaiming the costs arising from the use of telephone for private purposes, meals taken at the company restaurant, authorized purchases etc... shall be done without Randstad's intervention.

The user shall not be entitled to call upon Randstad's services in the event of temporary unemployment, strike or lockout at his enterprise. Where appropriate, the user shall immediately notify Randstad in writing in this respect. The mandatory withdrawal of the temporary workers in such cases shall not entitle the user to any damages to be paid by Randstad.

If the user wishes to make use of the temporary employment catering, he shall be solely responsible for following up the quota granted to him.

The user shall be solely liable for returning the signed client contract and (the control on) returning the completed and signed performance states.

As laid down in the Law, during the employment of the temporary worker, the user shall be criminally liable in terms of correctly respecting the working times, official holidays, Sunday rest, women's work, protection of maternity, protection of breast-feeding mothers, juvenile work, night work, work regulations, provisions on controlling the performances of part-time employees, health and safety and health level of the work and the workplaces.

#### **Article 12. Termination**

If the user does not observe his legal obligations or commitments contained in these general terms and conditions, as well as in the event of non-payment, Randstad shall be entitled to, without having to pay any damage and continuing to be entitled to claim damages from the user, immediately terminate the current agreement without prior judicial intervention or prior notice of default and to immediately withdraw its temporary workers.

In the event of termination by Randstad pursuant to article 12.1 above, unilateral termination of the agreement by the user or in the event of unilateral termination (section 1794 C.C.), the user shall pay a fixed compensation that is equal to the sum of the invoices which Randstad would have drawn up if the agreement was fully implemented, with a minimum of 125 euro per calendar day.

This fixed compensation shall also be owed in the event of nullity of the agreement between the user and Randstad as a result of the non-compliance by the first of the legal obligations imposed on him or as a result of false information supplied by the user at the time when this agreement was entered into.

Anyhow, Randstad shall reserve the right to demand a higher compensation provided that it can prove the extent of the damage.

In the event of particular - foreseen or unforeseen - circumstances, such as developments in laws and regulations, Randstad shall be entitled to directly modify or terminate the agreement, if considering these particular circumstances Randstad may reasonably not be required to have the agreement continued under the same circumstances.

In the event of bankruptcy, suspension of payment or judicial reorganization of the user, Randstad may immediately terminate the agreement without any compensation to the user.

#### **Article 13. Force majeure**

If the implementation of the agreement has become impossible or unreasonably severe for one or for both parties, due to force majeure and thus totally beyond one's or their control or without any fault on one's or their part, the other party shall have the possibility to immediately terminate the agreement after a period of thirty (30) days after the onset of the force majeure, or at the onset of the force majeure if at the onset it becomes clear that the force majeure will last longer than 30 days.

#### **Article 14. Takeover of candidates.**

The user shall not be allowed to, without the explicit approval by Randstad, directly or through third parties, enter into an employment relationship with candidates put forward by Randstad, in which the temporary worker, in any manner whatsoever, (through a third company, directly or indirectly) supplies services to the user which are similar to the services which would be supplied if the candidate would have been selected and this during a period of 6 months starting from the time when the candidate was put forward by Randstad. If the user violates this prohibition, he shall immediately owe a fixed compensation to Randstad. This compensation shall amount to 20% of the gross annual wage of the candidate concerned.

The size of this amount shall be based on the mutual agreement between the user and Randstad that the damage suffered by Randstad shall among other things include the costs the user would have to incur for the prospection, selection and screening of an employee having the same qualifications as well as the lost profit, and that this damage may be estimated to the amount referred to above. Randstad shall be entitled to demand a higher compensation if proof is given of the extent of the damage.

The user shall also owe this compensation if the temporary worker, after the availability has ended, enters into an employment relationship with the user or enters into any other relationship in which the temporary worker, in any manner whatsoever, (through a third company, directly or indirectly) supplies services to the user which are similar to the services supplied under the agreement between the user and Randstad, and this insofar the temporary worker has worked less than 130 days through Randstad between the first day of temporary work and the first day of the employment relationship with the temporary worker.

The user shall undertake to first inform Randstad in writing of his intention to enter into an employment relationship with the temporary worker.

Entering into an employment relationship with the temporary worker shall mean:

- entering into an employment contract between the user and the temporary worker;
- making available the temporary worker concerned to the user by a third party (such as another temporary employment agency);
- entering into a building contract with the temporary worker or with a third party who to that purpose has recruited the temporary worker;
- entering into an employment relationship between the temporary worker and a third party, with the user and the third party being part of the same group, mother company or subsidiary or associated companies, pursuant to title II, Chapter II of the Code of Companies.

Temporary worker shall mean:

- the temporary worker selected by Randstad, who through an employment contract is made available to the user.
- the candidate Randstad puts forward to the user.

Gross annual wage of the temporary worker shall mean:

- if the temporary worker has already worked: the most recent applicable hourly wage x the average number of hours per week applying to the sector of the user x 4.33 x 13.92.
- if the candidate temporary worker has not worked yet: the wage applied at the user's for this position (the minimum being the wage scales of the joint committee of the user) x the average number of hours per week applying to the sector of the user x 4.33 x 13.92.

#### **Article 15. Sanctions**

The user represents that it is not owned or controlled by any party which is, and neither the user nor any of its subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by sanctions. The user represents that no party which owns or controls it and none of the the user nor any of its subsidiaries, directors, officers or employees of it are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to sanctions. The user shall take reasonable measures to ensure that the user and its subsidiaries comply with Sanctions and shall not engage in activities that would cause Randstad flex workers to violate sanctions. User shall ensure that it shall not provide funds to Randstad that are derived from business or transactions with a party targeted by Sanctions, or

from any action which is in breach of any sanctions. "Sanctions" shall mean any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any relevant sanctions authority."

**Article 16. Final provisions**

The invalidity or unenforceability of one or more provisions of this agreement shall in no way jeopardize the validity or unenforceability of the other provisions. Parties shall undertake to do all that is reasonably necessary or advisable to keep the provision in this agreement which is invalid or unenforceable, in force or in operation to replace it by other provisions which in economic terms have the same substantial force for the parties. The agreement shall remain in force until that time, as if such void provision would never have existed insofar the application of the present article does not ignore the commercial objective of the parties under this agreement.

This agreement shall exclusively be governed by Belgian law. In the event of any dispute and/or non-payment, the Dutch-speaking courts of the district of the registered office of Randstad shall have sole jurisdiction.

These general terms and conditions may not contain any deletion and shall exclusively apply to any agreement between the user and Randstad, to the exclusion of any other terms and conditions which are not explicitly agreed elsewhere.