

# General terms and conditions

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# YACHT

BY RANDSTAD

PUSHING HORIZONS

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## **Article 1 Definitions**

### **Client**

The natural person or legal entity that provides for Professional contract staffing through the intermediary of Yacht.

### **Yacht**

Yacht Group Nederland bv and the subsidiaries affiliated to Yacht Group Nederland bv, including but not limited to Yacht bv. Yacht bv is a member of the Federation of Temporary Employment Agencies (ABU).

### **Assignment**

The contract between a Client and Yacht on the basis of which Yacht provides the Client with Services.

### **Services**

All work to be performed by Yacht for a Client, including but not limited to contract staffing, consultancy, organizational advice, education, IT Services and support.

### **Assignment confirmation**

The document to be sent by Yacht, by means of which the assignment is realized and which in any event includes the content of the Services and the (hourly) fee and the term of the assignment. If applicable, the document also records which data will be made available to Yacht by or on behalf of the Client on commencement and during the fulfillment of the assignment.

### **Professional**

The person who, on the basis of an employment contract with Yacht or a supplier of Yacht, performs work at and/or for the benefit of the Client on the instruction of Yacht.

### **Client's fee**

The fee payable by the Client to Yacht in connection with the assignment.

## **Article 2 Applicability**

1. These General Terms and Conditions apply to all offers, assignments and other agreements between Yacht and the Client concerning Yacht services, with the exception of recruitment, selection and payroll services, all of the above in so far as these terms and conditions, by their nature and content, are applicable to the service in question.

2. General Terms and Conditions or differing provisions of the Client are valid only if and insofar as these have been accepted by Yacht in writing. Such acceptance cannot and may not be deduced from the fact that Yacht allows the Client, without contest, not to accept the Yacht General Terms and Conditions and/or to declare that other conditions apply.
3. These General Terms and Conditions are available in both Dutch and English. In the event of potential conflicts, the Dutch text is binding.

### **Article 3 Offers and realization of assignments**

1. All offers issued by Yacht and the prices and conditions they contain are always made entirely without obligation and unless otherwise stated, are valid for a maximum of four weeks. A binding offer exists only if this is explicitly made by Yacht in writing, stating the term for acceptance.
2. Yacht is bound by oral promises only after it has confirmed these in writing.
3. Assignments and changes to these are realized at the time when Yacht has accepted these in writing by sending an assignment confirmation or at the time when Yacht actually commences the performance of the work.

### **Article 4 Term and termination of assignments**

1. Assignments are contracted for a fixed term or an indefinite term.
2. Fixed-term assignments are terminated by law at the time when the agreed term expires, when a pre-agreed future event arises or after a particular agreed objective is realized.
3. If the term of an assignment is made dependent on a future event or on the realization of a particular agreed objective, no interim termination is possible.
4. Termination of a fixed-term assignment is possible only if this is agreed by the parties in writing, in observance of a notice period of at least one calendar month. Termination must take place in writing towards the end of a month.
5. Indefinite assignments may be terminated only in writing, towards the end of a month, observing a notice period of one calendar month.
6. The Client will notify Yacht in good time before the end of the assignment whether and, if so, for which term and under which other conditions it wishes to continue or renew the assignment. The Client must provide this information:
  - at least five weeks before the expiry of the assignment, if a fixed-term assignment is involved;
  - no more than three working days after Yacht requests the Client to do so, if an assignment for an indefinite term is involved.
  - The Client shall also state whether it wishes to retain the same Professional on renewal of the assignment. Yacht will process each request to continue or renew the assignment and will assess whether and under which conditions it will accept this request.
7. Every assignment ends on the date on which one of the parties terminates the assignment with immediate effect because:
  - the other party has defaulted on compliance with any obligation arising from the assignment and/or these General Terms and Conditions;

- the other party has been liquidated;
  - the other party has been declared insolvent or has applied for a moratorium on payments;
  - the Client loses the power to dispose of its assets or part of these through the seizure of its property, placement in receivership or by other means;
  - in Yacht's view, collection of existing or future receivables from the Client cannot be secured.
  - If Yacht bases the termination on these grounds, this does not lead to any liability on the part of Yacht for damage that the Client suffers as a result. All receivables of Yacht become payable on demand as a result of the termination.
8. If the (employment) contract between Yacht and the Professional has been terminated and this (employment) contract is not immediately renewed for the same Client, and the Professional is not replaced by another Professional within 14 days or within a longer term to be agreed by the Client and Yacht, the assignment is terminated by law.
  9. Provisions that by their nature are intended to continue after the end of the assignment, such as the provisions concerning payment, liability, intellectual property, confidentiality, privacy and applicable law remain in effect after the end of the assignment.

## **Article 5 Execution of assignments**

1. Yacht guarantees correct execution of the assignment in compliance with the agreements and procedures recorded in writing in the confirmation of the assignment.
2. The Client shall provide all assistance that can reasonably be required for the proper implementation of the assignment and other Services and shall provide Yacht with all relevant information before the commencement of the assignment, including an accurate job description, job requirements, working times, working hours, work, working location, working conditions and the envisaged term of the assignment as well as all applicable terms of employment referred to in Section 12a of the Placement of Personnel by Intermediaries Act (WAADI).
3. During the performance of the work, the Professional shall report to a project manager or contact person designated by the Client.
4. The choice of the Professional who will perform the work in relation to the assignment shall take place on close consultation between Yacht and the Client. Yacht reserves the right at all times to withdraw a Professional already proposed, or to replace him with another qualified Professional. The Client may reject a proposal by Yacht to replace a Professional, in writing and stating the reasons if so requested, only if the replacement Professional does not meet the job requirements set (to a sufficient extent).
5. Yacht also has the right at all times to propose to the Client to replace a Professional by another Professional in the interests of its business and/or personnel policy, retaining jobs or compliance with laws and regulations, in particular the Dismissal Decree. The Client may reject such a proposal only on reasonable grounds, to be justified in writing on request.
6. If the Professional is replaced by another Professional, the remuneration and fees for the replacement employee will be fixed again, in accordance with Articles 8 and 11 of these General Terms and Conditions.

7. Without the prior written consent of Yacht, the Client is not permitted to instruct the Professional to perform work other than that agreed in the assignment or to perform the work outside the Netherlands. The Professional may not be seconded to another party without the prior written consent of Yacht.
8. Yacht is not in default in respect of the Client and is not required to pay any compensation for damage if Yacht is unable to place a (replacement) Professional with the Client (any longer), or at least cannot do so (any longer) in the manner and to the extent agreed in the assignment or thereafter.
9. Yacht is not liable for damage resulting from the placement of Professionals who prove not to meet the requirements set by the Client unless the Client submits a written complaint to Yacht in that regard within a reasonable term following the start of the placement and the damage suffered by the Client in that regard relates directly to an attributable shortcoming in the selection on the part of Yacht.
10. In the event the Client requested Yacht to carry out a pre-employment screening and the screening has not been completed before the start of the placement and the Client nevertheless requests Yacht to instruct the employee to commence the activities, Yacht cannot be held liable for that period.

## **Article 6 Suspension rights**

1. Without the prior consent of Yacht, the Client does not have the right to temporarily suspend the placement of the Professional, partially or in full, except in the event of force majeure, within the meaning of Section 6:75 of the Dutch Civil Code.
2. If the Client does not have the right to temporarily suspend the placement but temporarily has no work for the Professional or cannot deploy the Professional, the Client is required to pay Yacht the Client's fee in full for the term of the assignment, for the number of hours and overtime hours per period (week, month and the like) last applying or customary pursuant to the assignment.

## **Article 7 Working hours, working times, company closures and holidays**

1. With the assignment, agreements are reached on the scope of the work and the working times or, if the employee has fully or largely unpredictable working times, the reference days and times of the Professional. The Client guarantees that the working hours and the working times of the Professional comply with the statutory and other government requirements. The Client shall ensure that the Professional does not exceed the legally permitted working times and the agreed scope of the work, as recorded in the (confirmation of the) assignment.

2. The Client undertakes to Yacht to provide information of any company closures during the term of the assignment before the contracting of the assignment. During the term of the assignment, the Client shall notify Yacht immediately after the announcement of a company closure, and in any event four weeks before the closure. In the event of failure to do so, the Client is required to pay Yacht the Client's fee in full for the number of hours and overtime hours per period last applying or customary pursuant to the assignment and the conditions, for the duration of the company closure.
3. The time and duration of the Professional's holiday shall be fixed by Yacht after consultation with the Client, in a binding decision.

## **Article 8 Position and remuneration**

1. Before the commencement of the assignment, the Client shall provide a description of the job to be performed by the Professional and the related job requirements, salary level and any additional working conditions. In observance of the provisions of this Article, Yacht will provide for the payment of the Professional and the deduction of the payroll taxes due.
2. The remuneration of the Professional, including any bonuses and expenses allowances, shall be fixed in accordance with Yacht's working conditions regulations, the applicable collective labor agreement (CLA) (including the provisions concerning the hirer's remuneration pursuant to the ABU CLA) and the laws and regulations, on the basis of the job description, accompanying salary level and any additional working conditions notified by the Client. The Client will notify Yacht of changes or additions to this information, including wage increases, in good time and in any event as soon as it is aware of these. If use is made of the specific exemptions set out in the Wages and Salaries Tax Act 1964 for the tax-free payment of an expense allowance, then the client, prior to making the payment, is obliged to ensure that the Professional submits the original of the supporting document to Yacht.
3. If at any time the job description proves to be inconsistent with the job actually performed by the Professional, the Client shall provide Yacht with the correct job description without delay. The remuneration of the Professional will then be redetermined on the basis of the new job description. The job and/or the salary grade may be changed during the assignment if the Professional makes a reasonable claim to the change on the grounds of laws and regulations or the current working conditions regulations of Yacht. If the change leads to higher remuneration, Yacht will correct the Professional's remuneration and the Client's fee accordingly. The Client owes Yacht this corrected fee from the time of the performance of the actual job.
4. If it becomes clear that the Professional is - unintentionally - considered to be a payroll employee, the Client will indemnify Yacht against all payroll-related claims from third parties, including but not limited to claims from the Professional himself. The Parties have agreed that if this is the case the costs that arise therefrom can be charged on to the Client by them. The Client also commits that if this is the case it will afford Yacht the opportunity to perform the terms and conditions of employment of the Client as yet, and the Client will cooperate with Yacht within reason in terminating the assignment in a lawful manner. The Client guarantees in this connection that the

assignment with this Professional will be maintained – and can therefore only be terminated – until such time that there are legitimate reasons for Yacht to terminate the employment contract with the payroll Professional in question.

5. If the scope of the work to be performed by the Professional and/or the working hours are not laid down clearly, the Parties establish that the initial responsibility for issuing the assignment to call up Professionals lies with the Client. If and in as far as actual or alleged claims arise in connection with the manner in which the issue of an assignment to call up Professionals is performed (for example by termination/withdrawal of or changes to the call-up assignment, or if fully or largely unpredictable working times arise), the Client will indemnify Yacht against claims from third parties, including actual and prospective Professionals. The Parties have agreed that in this case, Yacht will also have the right to charge the Client for hours not worked.
6. Overtime, shift work, work at special times or on special days (including public holidays and/or changed hours will be paid in accordance with the relevant current regulations of the Client and will be charged to the Client.

## **Article 9 Instructions and direction by the Client**

1. The Professional performs the work relating to the assignment under the direction or the strict management and supervision of the Client, unless explicitly agreed otherwise in writing.
2. The Client is responsible and liable for the Professional in the same way as for its own staff. The Client indemnifies Yacht against claims by the Professional and/or third parties.
3. Yacht is required to follow timely and responsibly issued instructions from the Client during the execution of the assignment only if this is explicitly agreed in writing.
4. Without the prior written consent of Yacht, the Client is not permitted to make the Professional available to a third party in turn, in order to perform work under the direction and supervision of that third party or a third party to be designated by that party. 'Third party' also refers to a natural person or legal entity to which the Client is affiliated in a group (concern).
5. If Yacht grants the consent referred to in paragraph 4, the following conditions apply in any event:
  - The Client shall require the third party to know, accept and comply with the obligations of the Client pursuant to the assignment, the other contract(s) and these terms and conditions, insofar as the Client is unable to comply with these obligations itself in view of their nature;
  - Without prejudice to the above provision, the Client remains liable to Yacht for compliance with all the Client's obligations pursuant to the assignment, the other contracts and these general terms and conditions;
  - The Client is liable for and indemnifies Yacht in relation to all damage arising from actions or omissions of the third party in relation to the (deployment of the) Professional and/or actions or omissions of the Professional;
  - The Client shall agree with the third party in writing that the third party shall not make the Professional available to another third party; and
  - The Client shall comply with its statutory obligations as a provider of temporary employees in relation to making the Professional available.

6. Without the prior written consent of Yacht, the Client shall not make the Professional available outside the Netherlands. Yacht will only grant consent for foreign deployment if and subject to the condition that:

- deployment in another country is permitted;
- the requirements applying for the proposed deployment outside the Netherlands are met;
- the Client has notified Yacht of the proposed foreign deployment at least 14 calendar days in advance of the work outside the Netherlands, so that Yacht can apply for an A1 statement in good time and comply with the reporting obligations if this is required pursuant to the Directive concerning the posting of workers (96/71/EC);
- the Client contracts sound travel insurance (including) for the employee, which also covers business travel;
- the Client is registered in the Netherlands;
- the work in another country is performed by the Professional under the strict direction and supervision of the Client;
- the deployment does not last for more than 183 calendar days, including days on which the Professional remains outside the Netherlands but does not work; and
- the Professional has consented to the deployment in writing.

Yacht may attach further conditions to its consent.

## **Article 10 Safety and liability**

1. The Client is required to have the work performed in observance of the provisions of the Working Conditions Act. In good time before the start of the work, the Client is required provide the Professional and Yacht with a document containing a description of the specific features of the job to be taken. The Client shall actively provide the Professional with information concerning the Risk Inventory and Evaluation (RI&E) used within its business.
2. The Client is required to take such measures and issue such instructions as can reasonably be deemed to be necessary in order to avoid the Professional suffering damage or injury in the performance of his work and is aware of the liability referred to in Section 7:658(4) of the Dutch Civil Code. The provisions of this paragraph also apply for the home workplace if the Professional performs part or all of the work from home.
3. The Client indemnifies Yacht against all claims by third parties or the Professional himself in relation to the damage referred to in paragraph 2 of this Article and will reimburse all reasonable costs incurred by Yacht in relation to this.
4. The Client indemnifies Yacht against all claims by a Professional in connection with damage suffered because property of the Professional is damaged or destroyed in the performance of the work for the Client.

## Article 11 Client's fee

1. The Client's fee originally agreed and potentially adjusted thereafter in accordance with a further agreement and/or these General Terms and Conditions, is payable for the agreed hours of work and any additional hours worked, unless the Professional was not working as a result of illness, public holiday(s), holidays and/or another form of leave (such as emergency leave), or unauthorized absence of the Professional.
2. The client will give the Professional an opportunity to follow the training courses offered to them by law and/or under the CLA. Mandatory training should take place in working hours as far as possible. If the Professional requires specific training or working instructions for the fulfillment of the assignment, follows mandatory training courses or follows non-mandatory training courses at the client's request, the Client will be charged for hours that the Professional spends on this training as hours of work. The Client will not be charged for hours spent on other training unless otherwise agreed. The periods of absence required for other training are determined by agreement between the Client and Yacht, if possible at the start of the assignment.
3. The Client's fee is multiplied by the bonus factor and increased by any compensation for a shorter working week (ATV), the expenses allowances and costs of mandatory training, if this is desirable/necessary from a commercial/financial point of view, that Yacht owes the Professional. VAT will be charged on the Client's fee, the bonuses and expenses allowances.
4. Yacht has the right to adjust the Client's fee, the bonus factor and the expenses allowances during the term of the assignment and insofar as relevant (see sub-paragraph a), to implement these changes with retroactive effect, if the (expected) costs of the Professional increase as a result of:
  - a. (a change in) the applicable CLA or working conditions regulations, including general or regular pay rises or promotion increases and/or
  - b. changes to or resulting from laws and regulations, including changes to or as a result of social and fiscal laws and regulations and/or
  - c. an increase in the (expected) costs of the work in connection with expenditure to be incurred by Yacht and/or provisions to be made for training, sick leave, inactivity and/or departure of Professionals.
5. Yacht also has the right to adjust the fee from the first Monday of Week 1 of each calendar year on the basis of the Statistics Netherlands (CBS) index figure for Hourly Contract Wage Costs (Commercial Services).
6. Yacht will notify the Client of every change in the Client's fee at the earliest opportunity and will confirm this to the Client in writing.
7. If the remuneration and/or the Client's fee is/are fixed at too low a level for any reason attributable to the Client, Yacht also has the right to adjust the remuneration and the Client's fee to the correct level retroactively. Yacht may also charge the Client for consequent underpayments by the Client and costs incurred by Yacht as a result.

## Article 12 Invoicing

1. Yacht will draw up its invoices on the basis of time registration records approved by the Client.
2. If the Client makes use of a third party for the delivery of the invoice, with the invoice being sent to that third party, the Client is responsible for correct receipt of the invoice. Yacht is responsible for correct dispatch of the invoice. If Yacht is unable to deliver the invoice to the third party for reasons beyond its control, it will notify the Client of this, after which the Client will offer an alternative for the dispatch of the invoice. In that case, the original invoice date and agreed payment term remain in force.
3. If no other time registration method is agreed, time registration shall take place by means of statements of hours provided by Yacht via the internet portal. In that case, the Client is required to check the accuracy and completeness of the time registration no later than noon on the Monday following the end of the working week to which the time registration relates, in observance of the provisions of paragraphs 3 and 4, and to make additions to or corrections of the time registration if necessary. The Client is deemed to have approved time registration records if it has not corrected a statement of hours provided to it via the internet portal in good time.
4. Regardless of the time registration method, the Client is required to (arrange to) ensure that the following data are in any event shown correctly and in full in the time registration records: the Professional's name, the number of hours worked, overtime, irregular hours and shift work hours, the other hours for which the Client fee is payable pursuant to the General Terms and Conditions, the assignment (confirmation) and/or other agreement, any bonuses and, where stated, any expenses actually incurred.
5. Regardless of the time registration method, the Client shall ensure that Yacht has the correct and full-time registration records, approved by the Client, at the earliest opportunity and no later than noon on the Monday following the week worked by the Professional. If the draft time registration is not presented to the Client until after this time, for reasons that are not attributable to the Client, the Client shall in any event ensure that it checks and, if necessary, corrects and/or approves the time registration records immediately after they become available to it.
6. If and in as far as the Professional and the Client have a difference of opinion concerning the accuracy or completeness of the time registration records, Yacht has the right to determine the hours, costs and bonuses in accordance with the Professional's statement, unless the Client can show that the information provided by the Client is correct. If the Client provides the time registration records in a manner other than that referred to in paragraph 2, it shall give the Professional an opportunity to check the time registration records (in good time).
7. If the Client imposes special conditions or different conditions for invoicing, such as, but not limited to requiring appendices to the invoices (such as copies of time registration records) or requiring 'paper invoices' in addition to the digital invoices provided, Yacht has the right to charge the Client additional costs for this. Yacht will notify the Client of this in good time.

## **Article 13 Payment**

1. The Client is required to settle all invoices within 14 calendar days of the invoice date. The invoice is paid if and as soon as Yacht receives the amount due.
2. Only payments to Yacht serve to relieve the Client of its payment obligations. Payments by the Client to a Professional, under any title whatsoever, are non-binding in respect of Yacht and cannot provide grounds for debt repayment or settlement.
3. If an invoice is not paid within the terms referred to in paragraph 1, the Client is legally in default from the first day following the expiry of the payment term and owes interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The copy of the invoice sent by Yacht to the Client in Yacht's possession serves as full proof that the interest is due and of the date on which the calculation of the interest begins.
4. If the Client contests part or all of the invoice, it must report this to Yacht in writing within 14 calendar days of the invoice date, with a detailed statement of the reasons. After this period, the Client's right to contest the invoice lapses. The burden of proof for timely contesting of the invoice rests with the Client. Contesting the invoice does not relieve the Client of its payment obligation.
5. The Client is not authorized to settle the invoice amount with any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.
6. If the Client's financial position and/or payment conduct provide grounds for this in the view of Yacht, the Client is required, at Yacht's written request, to pay an advance and/or to provide satisfactory security for its obligations to Yacht by means of a bank guarantee, rights of pledge or by other means. Surety may be requested for both existing and future obligations, and advances for future obligations only. The amount of the requested surety and/or advance must be in proportion to the amount of the relevant obligations of the Client.
7. If the Client does not provide the advance referred to in paragraph 6, or does not provide the requested surety within the term set by Yacht, the Client is in default without notice of default being required for that purpose and Yacht consequently has the right to suspend the fulfillment of all its obligations or invoke the dissolution of all assignments of the Client.
8. All legal costs and out-of-court (collection) costs that Yacht incurs as a result of the Client's noncompliance with its obligations pursuant to this Article shall be borne by the Client in full. The charge for out-of-court costs is fixed at 15% of the principal due, inclusive of VAT and interest (with a minimum of €250 per receivable), unless Yacht has demonstrably incurred higher costs. The fixed charge shall always become payable by the Client as soon as the Client is in default and will be charged without further evidence.

## **Article 14 Intellectual and industrial property**

1. All intellectual property rights to the ICT resources and the texts, data, data files, formats, logos, brands, other image and/or audio material and all other materials, including their design, selection and ranking, to which the Client gains access in relation to the offer, assignment or other agreement, with the exception of materials of the Client, are held solely by Yacht or its licensors. This also applies for any specific changes, additions or work performed at the request and/or

expense of the Client. With regard to the ICT resources and the aforementioned equipment, the Client is granted only with temporary, personal, non-exclusive and non-transferable rights of use, in as far as and for as long as this is necessary in order to be able to use the Services agreed between Yacht and the Client. Materials produced by Yacht specifically for the Client, such as a Client-specific report, may also be used by the Client for its own internal business purposes after the termination of the service provision.

2. Yacht is free to use all input, feedback, suggestions, etc. for the ICT resources received from the Client and the material referred to in paragraph 2 without further consent and without owing any compensation. If Yacht makes additions or changes to the ICT resources or the material at the request or suggestion of the Client, for payment or otherwise, then Yacht has the right to also make such changes and/or additions available to other users of the ICT resources or the material. Yacht is not required to meet any request to change or add to its ICT resources or materials.
3. The Client indemnifies Yacht against all third-party claims in connection with an alleged infringement of the (intellectual property) rights of those third parties to the materials made available by the Client to Yacht or the Professional as part of the offer, assignment or other agreement.
4. The intellectual property rights to the results of the work performed by the Professional accrue to the Client, if and in as far as this is provided for in law. At the Client's request, Yacht will arrange for the Professional to sign a written declaration, in as far as necessary and possible, in order to facilitate or at least promote the accrual or transfer of all intellectual property rights to the results of the Professional's work to the Client.
5. The Client is free to contract an agreement directly with the Professional or to present him with a declaration for signature in respect of the intellectual property rights referred to in paragraph 1. The Client will inform Yacht of its intentions and will provide a copy of the relevant agreement/declaration to Yacht.

## **Article 15 Confidentiality**

1. Yacht and the Client undertake to maintain strict confidentiality in respect of all third parties with regard to all information that they obtain in relation to the other party and which they know or could reasonably be expected to know will or could be damaging to the other party if it is disclosed.
2. Yacht imposes a general confidentiality obligation on its Professionals. The Client is also free to impose a confidentiality obligation on the Professional directly. The Client will inform Yacht of its intentions in that regard and will provide Yacht with a copy of the relevant agreement/declaration.
3. However, Yacht is in no case liable for any damage resulting from the fact that a Professional has infringed a confidentiality obligation. The Client shall indemnify Yacht against third-party claims relating to failure on the part of the Professional to comply or to comply fully with any confidentiality obligation.

## **Article 16 Direct labor relationship**

1. The Client is entitled, with due observance of the provisions of this Article, to contract an employment relationship with the (proposed) Professional.
2. A Client intending to contract an employment relationship with a (proposed) Professional must notify Yacht of this in writing in good time before acting on that intention.
3. In the event the Client contracts an employment relationship with the (proposed) Professional, it will owe Yacht a reasonable fee in connection with the costs of recruitment and selection of the (proposed) Professional and all further investments on the part of Yacht, including the professional coaching and supervision of the (proposed) Professional and the training followed by the (proposed) Professional.
4. If the Client establishes an employment relationship with the (proposed) Professional before this (proposed) Professional has worked 2080 hours for the Client via Yacht, the fee referred to in the previous paragraph will amount to €25,000, exclusive of VAT.
5. In the event the Professional has already worked more than 2080 hours for the Client on the basis of the agreed Assignment, the fee owed by the Client on the basis of paragraph 4 will be decreased each time by an amount of €5,000, exclusive of VAT, for every 520 hours worked additionally (in excess of 2080), on the understanding that the minimum fee amounts to €5,000 at all times.
6. If the Client does not contract an employment relationship with the Professional immediately after the end of the Professional's placement, but does so within six months of that date, the Client also owes the fee referred to in paragraph 3. This applies both if the Client contacted the (proposed) Professional for this purpose, directly or via a third party, and if the Professional applied to the Client, directly or via a third party.
7. For the purposes of the application of this Article, 'contracting an employment relationship with a Professional' refers to:
  - contracting an employment relationship, an agreement to contract work and/or an assignment agreement between the Client and the Professional for the same or other work;
  - appointment of the Professional as an official for the same or other work;
  - making the relevant Professional available to the Client by a third party (for example another employment agency) for the same or other work;
  - contracting of an employment relationship between the Professional and a third party to which the Client is affiliated, directly or indirectly, in a group, for the same or other work.

## **Article 17 Liability and indemnification**

1. Any liability of Yacht is limited to the amount for which Yacht is insured and shall in no case exceed the amount payable or that would be payable for the assignment. Any liability of Yacht for consequential loss and indirect damage, including loss of earnings, missed savings, damage through stagnation of business operations, penalties, damage through loss of or damage to data or reputational damage is excluded in all cases.

2. Yacht is not liable to the Client for damage suffered by the Client, third parties or the Professional himself arising from the actions or omissions of the Professional, unless and in as far as that damage is demonstrably the direct result of an attributable shortcoming on the part of Yacht in the selection.
3. The Client indemnifies Yacht against all liability arising directly or indirectly from damage and/or losses that the Professional causes to the Client and/or third parties.
4. Yacht is not liable to the Client for undertakings that the Professional has concluded with the Client or third parties, regardless of whether the Client or that third party has granted consent for this.
5. The Client indemnifies Yacht against all liability arising directly or indirectly from undertakings that the Professional has concluded with the Client and/or third parties, regardless of whether the Client or that third party has granted consent for this.

## **Article 18 Insurance**

1. As far as possible, the Client and Yacht shall satisfactorily insure themselves against liability on the grounds of the provisions of these terms and conditions. The Client shall provide proof of the insurance at Yacht's request.

## **Article 19 Privacy**

1. In relation to the assignment or other agreement, personal data, i.e. concerning Professionals, are exchanged on a regular basis. The Client and Yacht are required to protect the confidentiality of this data in compliance with the General Data Protection Regulation (GDPR) and related laws and regulations. The Client shall not require any data from Yacht that Yacht is not permitted to provide and/or gather pursuant to the applicable laws and regulations. The Client is responsible for the further processing of the data provided to it by Yacht. Both Yacht and the Client qualify as controller, unless the parties expressly agree that one of the parties is the processor on behalf of the other party. If this is the case, the parties will enter into a data processing agreement.
2. The Client is responsible for ensuring that personal data is provided to Yacht only if and in as far as the Client is entitled and has a legally valid basis to do so, for example, if any necessary consent for this has been obtained from the persons concerned.
3. Yacht's Privacy Statement applies to the processing of personal data of contact persons of the Client.
4. The Client indemnifies Yacht against all claims against Yacht by Professionals, employees of the Client or other third parties in connection with a violation of the provisions of this Article by the Client and will reimburse the related costs incurred by Yacht.

## **Article 20 Prescribed IT resources or services from (supplier of) the Client**

1. If the Client makes IT resources available to Yacht, including for the exchange of data and the performance of legal acts, or prescribes the use of a specific ICT resources and/or a specific supplier to Yacht, the following provisions apply:
  - a. The Client declares and guarantees that it will comply with its obligations pursuant to the

General Data Protection Regulation (GDPR) in full, in particular Articles 24, 25, 30, 32, 33 and 34 of the GDPR.

- b. If the Client (also) makes use of the services of a third-party supplier, that third-party supplier qualifies as the processor of the Client. The Client declares and guarantees to Yacht that it has agreed on the invoicing and the required binding agreements with the relevant supplier as its processor. In particular, the Client declares and guarantees to Yacht that the Client and its processor will comply with Articles 28 and 29 of the GDPR.
- c. The Client shall not require any data of Yacht that Yacht is not permitted to provide and/or gather pursuant to the applicable laws and regulations. The Client is responsible for the further processing of the data provided to it by Yacht.
- d. The Client indemnifies Yacht against all claims from candidates, employees, employees of the Client or other third parties against Yacht in connection with a violation by the Client of the provisions of this Article by the Client and will reimburse the related costs incurred by Yacht.

## **Article 21 Client's verification and custody obligations**

1. The Client hereby declares that it is familiar with the Aliens Employment Act (WAV). The Client itself is required to:
  - a. verify the identity of the Professional and, to that end, shall conduct a careful check of an original identity document, as referred to in Articles 1(1), 1(2) and 1(3) of the Compulsory Identification Act;
  - b. to determine whether the Professionals proposed to or working for it are entitled to perform work in the Netherlands.
2. In the event of the deployment of aliens, as referred to in Article 15 of the WAV, before making a placement, Yacht will provide the Client with a copy of the identity document and before the placement the Client will ensure that it has received this copy of the identity document and has filed it in its administration.

## **Article 22 Prevention of discrimination**

1. On contracting and implementing the assignment or other agreement, the Client and Yacht will only impose and take account of requirements relevant to the job. The Client and Yacht will also make no prohibited distinction on the grounds of religion, faith, political views, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any grounds whatsoever.

## **Article 23 Employee participation**

1. The Client hereby declares that it is aware of its obligations pursuant to the Works Councils Act (WOR).
2. The Client shall notify the employee participation body installed for its company of the (expected) deployment of Professionals in its company in good time. If and in as far as the Client wishes to base its compliance with its information obligations on data provided or to be provided by Yacht, that provision of data shall not extend beyond the obligations imposed by the WOR.

3. The Client guarantees that at the time when an assignment or other agreement is contracted, it complies with its obligations pursuant to the WOR, such as requesting the advice of the employee participation bodies installed for its company.
4. After working for the Client for a period of time specified in the WOR, Professionals will acquire employee participation rights at the Client. The Client is required to give a Professional who is a member of an employee participation body of Yacht or of the Client an opportunity to exercise the employee participation rights in accordance with the laws and regulations. If the Professional exercises employee participation rights in the Client's company, the Client also owes the Client's fee for the hours in which the Professional performs work or follows a training course during working hours in connection with the performance of employee participation work.

## **Article 24 My Yacht**

### **1. Efforts of Yacht**

- 1.1 Yacht will make reasonable efforts to secure the availability and quality of My Yacht. However, Yacht does not guarantee the continual, malfunction-free availability of My Yacht, the full and correct processing of data with My Yacht or the accuracy of the data posted in it. Yacht has the right to temporarily suspend the availability of My Yacht if this is necessary in connection with a change to be implemented or in connection with preventive and/or corrective maintenance.
- 1.2 Yacht is not responsible for the unavailability or diminished functioning of My Yacht due to force majeure (explicitly including malfunctions on the internet or hacking, etc.) and/or through the actions or omissions of the Client or third parties deployed by the Client.
- 1.3 Yacht will modify My Yacht from time to time, for reasons including technological developments and changes in its business processes. Existing functionality may then be modified, supplemented or deleted. Where possible, the Client will be notified in advance of changes in My Yacht that have an impact on the Client (for example because information must be provided in a new manner) via My Yacht and/or by e-mail. The Client must therefore regularly check any use instructions and other information that Yacht provides via My Yacht and/or e-mail and take these into account in the use of My Yacht.
- 1.4 Yacht is not responsible for checking the accuracy or completeness of information or data entered by the Client via My Yacht. If Yacht nevertheless provides advice in that regard, this takes place without obligation or acceptance of any liability for this.

### **2. Log-in details**

- 2.1 The Client holds full responsibility for all use and for any misuse of My Yacht with the aid of these log-in details.
- 2.2 The Client is bound by legal actions performed with the use of the log-in details (such as the placement of assignments with Yacht or the approval of registered hours worked by Professionals). Yacht may assume that users of the log-in details are authorized to represent its Client.

- 2.3 The log-in details must be treated in strict confidence and the Client shall use and make these available to persons only if and in as far as is strictly necessary in order to be able to use the Services agreed between Yacht and the Client.
- 2.4 If the Client suspects that the confidentiality of the log-in details has been breached or that there is misuse of the log-in details, the Client must report this immediately to Yacht. Yacht will then deactivate the relevant log-in details as quickly as possible.

### **3. Use**

- 3.1 The Conditions of Use apply to the use of My Yacht. In using My Yacht, the Client shall not act in contravention of applicable laws and regulations, the use instructions published in My Yacht or issued separately and/or these conditions.
- 3.2 The Client shall ensure that persons that it deploys to make use of My Yacht read the instructions and guides made available by Yacht from time to time (where applicable) in advance, and strictly follow these.
- 3.3 The Client should not use My Yacht as a place to save unique data or as a back-up for these, as it is not intended for that purpose. Yacht is not liable if unique data saved in/on the internet application are lost. The Client must itself provide for an adequate back-up of its own data.
- 3.4 Unless explicitly stated or agreed otherwise, My Yacht is designed for use by natural persons. Without the prior written consent of Yacht, it is not permitted to allow My Yacht to be contacted or used by automated systems, or to create a connection between My Yacht and an automated system
- 3.5 If assignments are issued or time registration records are approved via My Yacht, the data recorded in My Yacht are decisive for the administration of those assignments or time registration records and the fees payable for these. If the amounts charged are contested by the Client, with justification, Yacht will investigate this in a reasonable and transparent manner and will notify the Client of the results of this. The Client does not have the right to suspend payments on the grounds of such a dispute.
- 3.6 The Client must report malfunctions in My Yacht to Yacht without delay. The Client shall provide all necessary assistance for any malfunction investigations.
- 3.7 The Client shall not use My Yacht in a manner that causes hindrance for Yacht, the other users of My Yacht or other third parties. The Client must immediately follow all instructions issued by Yacht to prevent or halt such hindrance, without prejudice to Yacht's right to temporarily suspend the use of My Yacht in order to halt such hindrance if the Client fails to take action or delays cannot reasonably be tolerated, without prejudice to Yacht's other rights.
- 3.8 The Client is only authorized to use My Yacht for its own internal business purposes and does not have the right to re-sell My Yacht, in combination with its own Services or otherwise, to offer them to third parties on a different basis or to use them for the benefit of third parties.

3.9 In observance of the provisions of Article 18, the Client is responsible for ensuring that in the use of My Yacht, personal data are used and/or entered (and, therefore, provided to Yacht) only if and in as far as the Client has the right to do so and has obtained any necessary consent for this from the persons concerned. The Client indemnifies Yacht against all claims by Professionals and other third parties and will reimburse any related costs incurred by Yacht if Yacht faces claims from a Professional or third party in connection with a violation of the provisions of this Article by the Client.

#### **4. Security**

4.1 Yacht takes security measures for My Yacht and the systems that it uses to offer My Yacht, in order to prevent unauthorized access and use of Client data. Yacht will in any event take the following security measures for that purpose:

- The computer hardware on which the Client's data are stored is placed in locations to which only authorized persons have access and which are secured with fire detection equipment and an access control system;
- Yacht makes use of anti-virus programs to protect its data from hackers and known viruses as effectively as possible;
- Yacht uses 'layered' firewall technologies in order to allow authorized users from outside and within Yacht access only to the data relevant to them.

4.2 The Client takes appropriate technical and organizational measures to safeguard an appropriate level of security, among other things for the proper and undisturbed use of the systems made available and the information exchanged with these systems and for the prevention of damage.

4.3 The Client is aware that it is not possible to completely rule out all unauthorized use and all unwanted loss of data. Yacht accepts no liability in respect of the Client if, despite the measures taken, the Client's data are still damaged, lost or used by unauthorized persons unless this involves malicious intent or gross negligence on the part of Yacht.

4.4 In observance of the provisions of Article 18, Yacht will treat the personal data that the Client enters in My Yacht in confidence and will take appropriate measures to protect against misuse and unauthorized access to personal data processed in My Yacht.

#### **5. Intellectual property**

5.1 All intellectual property rights to My Yacht and the material, and the ownership rights to all systems, underlying works and inventions are held solely by Yacht or its licensors. With regard to this, the Client is only granted temporary, personal, non-exclusive and non-transferable rights of use, in as far as this is necessary for the agreed use of the Services to be provided by Yacht, for the duration of those Services.

5.2 Except in as far as these General Terms and Conditions and the applicable legislation provide otherwise, copying, reproduction, publication, saving, keeping, altering, circulating and/or otherwise disclosing or reproducing of My Yacht and the material is not permitted without the prior written consent of Yacht.

5.3 In observance of the provisions of Article 18, copies may be made of (parts of) the information on My Yacht and/or to save these for lawful use for the Client. 'Lawful use' refers, among other things, to:

- use in connection with the execution of the assignment(s) between the Client and Yacht;
- use in order to comply with the Client's statutory (custody) obligations;
- use in order to limit or determine (the amount of) the Client's liability, including its hirer's liability or ultimate vicarious liability for payment of taxes and social security contributions.

5.4 The (historical) information on My Yacht is not posted and/or saved without limitation. The Client itself is responsible for compliance with its custody obligations pursuant to the law, regulations or agreements. In as far as these custody obligations extend to the information on My Yacht, the Client has the right to copy this information, in compliance with the preceding paragraph.

## **Article 25 Economic sanctions**

1. The Client declares that his company, his subsidiary companies, if any, and his members of the management board and employees are not on any sanctions list and have never been the subject of claims, procedures or investigations with regard to economic sanctions. The Client warrants that the Client and his subsidiary companies, if any, do not act in breach of economic sanctions, nor are involved in activities as a result of which Yacht or employees of Yacht act in breach of economic sanctions. The Client warrants that monies that are paid to Yacht do not originate from activities that are in breach of economic sanctions.

## **Article 26 Applicable law and choice of forum**

1. These terms and conditions and all offers and assignments to which they relate are governed by Dutch law.
2. All disputes arising from or relating to the assignment may be subjected solely to the adjudication of the competent court in Amsterdam.

## **Article 27 Final provisions**

1. If one or more provisions of these General Terms and Conditions are null and void or are nullified, the assignment, the other agreement and the General Terms and Conditions shall remain in effect in other respects. The provisions that are not legally valid or which cannot be applied in law shall be replaced by provisions that, as far as possible, are consistent with the purport of the provisions to be replaced.
2. Yacht has the right to transfer its rights and obligations pursuant to the assignment, the other agreement and these General Terms and Conditions to a third party.
3. In the event of exceptional (foreseen or unforeseen) circumstances, such as changes in laws and regulations and in the CLA, Yacht has the right to terminate the assignment or other agreement with immediate effect if, in view of the exceptional circumstances, Yacht cannot reasonably be required.

## **Over Yacht**

Yacht is dé verbindende kracht voor ambitieuze organisaties en professionals die vooruit willen. Om zo impact te maken in een wereld waarin verandering de enige constante is. Die wereld roept om mensen die zaken écht in beweging krijgen. Professionals met de ideale combinatie van expertise, human skills en mindset. Wij verleggen grenzen, verbreden horizons, en stappen uit onze comfort zone. Om vooruitgang te realiseren. Om organisaties en professionals zichtbaar naar een hoger niveau te tillen. Yacht is, vanuit zeven kantoren door heel Nederland, actief in acht vakgebieden: IT, Finance, Engineering, Legal, HRM, Marketing & Communications, Supply Chain Management & Procurement en Sociaal Domein.