



General Terms and Conditions 12hoist4u

Applicable as of October 1st 2008

These General Terms and Conditions have been filed at the Chamber of Commerce in Utrecht under number 30234889.

12hoist4u is the registered trade name of Hadimpro B.V., and it is registered at the Chamber of Commerce in Utrecht under number 30234889.

This translation has been furnished for the principal's convenience only. The original Dutch text, which will be sent upon request, will be binding and will prevail in the event of any discrepancy between the original Dutch version and its English translation.

Guide to these General Terms

This document sets forth the text of the General Terms and Conditions (the “General Terms”) applicable to all applications, offers, orders and agreements between 12hoist4u and its principals.

Irrespective of the sector of industry or specialization, 12hoist4u can provide two basic types of service to fill a principal’s personnel needs: **permanent** and **temporary** personnel.

Need for personnel	
Permanent	Temporary
Recruitment & Selection <ul style="list-style-type: none"> • Appointed immediately • Temporary to permanent after pre-agreed period. 	12hoist4u temporary specialist

This schedule is a quick guide to help you find the Terms applicable to your situation:

	page
Chapter 1 Recruitment & Selection	
Section 1.1 Recruitment & Selection - immediate appointment	3
Section 1.2 Recruitment & Selection – temporary-to-permanent after a pre-agreed period	4
Chapter 2 12hoist4u temporary specialist Temporary personnel	8

Chapter 1 Recruitment & Selection

12hoist4u can offer a principal two options for fulfilling its needs for extra and replacement permanent personnel: the principal can appoint the candidate directly (section 1.1), but 12hoist4u can also first appoint the candidate, upon which the principal appoints a temporary candidate permanently after a certain fixed period (section 1.2).

Section 1.1 Recruitment and Selection – Appointed directly by the principal

Article 1: Scope

a. A recruitment and selection order for direct appointment is an order whereby 12hoist4u selects one or more candidates it deems suitable for appointment by the principal and introduces these to the principal orally or in writing. Such an order will be deemed to have been successfully fulfilled if and as soon as the principal appoints a candidate introduced by 12hoist4u.

b. 'Appointment' will be deemed to include any similar type of practical assignment of a candidate introduced by 12hoist4u (e.g. as a contractor, partner, on secondment etc.), directly or via a third party, at the principal's location or elsewhere, by the principal and/or by an enterprise affiliated to its organization.

c. The 'successful fulfillment' of a recruitment and selection order will also be deemed to include a situation in which a principal or an enterprise affiliated thereto appoints or otherwise employs a candidate introduced to the principal by 12hoist4u within twelve months of that introduction, after the withdrawal of the order or otherwise, via third parties or otherwise, in any manner and in any position.

d. Unless the principal has made an explicit, written and prior reservation, the fee will also be payable if the principal appears to be already acquainted with the candidate introduced by 12hoist4u.

Article 2: Fee

a. In the event of the successful fulfilment of a recruitment and selection order, 12hoist4u will charge the principal a fee of 25% of the candidate's pre-tax annual salary, plus the VAT payable over that sum.

b. The pre-tax annual salary is the annual salary including all benefits which the candidate nominated by 12hoist4u will be earning after appointment. This annual salary will be based on a full working week and a full year, even if the candidate is appointed in a part-time position and/or for less than twelve months. In this connection, the term 'benefits' will be deemed to be: holiday allowance, a thirteenth month, any kind of bonus or commission, the cash value of a company car (fixed at 15% of the catalogue value), costs, expenses and all payments and employee benefits which can be quantified as such.

Article 3: Other costs

Aside from the fee for a successful fulfilment, the principal is not required to pay 12hoist4u any costs for the execution of the agreement, unless 12hoist4u and the principal have made explicit agreements to the contrary.

Article 4: Obligatory information

The principal is required to provide 12hoist4u with the data on the pre-tax annual salary and commencement date of the candidate selected by 12hoist4u within 14 (fourteen) days of a request to that effect. If the principal fails to provide correct data or fails to provide data promptly or in full, 12hoist4u will be authorised to estimate that pre-tax annual salary and commencement date and to invoice the principal accordingly.

Article 5: Responsibility

12hoist4u is required to invest its best efforts in recruiting and selecting suitable candidates for appointment by the principal within the framework of an order. The principal is responsible for

deciding whether to conclude an employment contract with a candidate selected by 12hoist4u and on the contents of that employment contract, the remuneration and the terms of employment. 12hoist4u accepts no responsibility whatsoever for any shortcomings in and/or damage caused by a candidate nominated by 12hoist4u.

Article 6: Confidentiality

The principal is not permitted to divulge data on a candidate introduced by 12hoist4u to a third party without obtaining 12hoist4u's prior written permission. In the event of the breach of this article, the principal will forfeit an immediately payable penalty of €25,000 per breach in favour of 12hoist4u, without prejudice to 12hoist4u's right to claim full compensation of damage.

Article 7: Invoicing and payment

a. 12hoist4u will invoice the principal for the fee 14 (fourteen) days before the date of appointment and/or the date on which the candidate selected by 12hoist4u commences work.

b. The invoice despatched by 12hoist4u must be settled within 21 days of the invoice date. The principal is not authorised to set off any debts or to suspend any payment vis-à-vis 12hoist4u. If the principal fails to settle the invoice in full within the aforementioned period, it will be in default without requiring any further notice of default.

c. If the principal is in default, it will forfeit immediately payable default interest in favour of 12hoist4u at a rate of 2% of the outstanding principal sum per month, in which connection a part of a month will be deemed to be a full month. In addition, the principal will be required to pay the extra-judicial collection costs - fixed at a minimum of 15% of the principal sum - plus contractual interest; this will be without prejudice to the principal's obligation to reimburse the actual costs of the judicial and extra-judicial collection, if the latter exceed this sum.

Article 8: Guarantee clause

a. If a candidate nominated by 12hoist4u has left the principal's employ within one month of appointment, 12hoist4u will do its utmost to recruit and select a new candidate for the same position for a comparable salary as that for which the first candidate was appointed by the principal, but once only and provided that the principal has complied with all its payment obligations vis-à-vis 12hoist4u. In that event, the procedure prescribed in the original order confirmation will start up again.

b. If the principal wishes to take advantage of the guarantee clause, it must notify 12hoist4u of that fact in writing within 14 (fourteen) days of the termination of the employment contract with the first candidate, in the absence of which the principal will be unable or no longer able to invoke the provisions of this article.

c. If 12hoist4u is unable to recruit and select a new candidate for appointment by the principal within three months of the termination of the employment contract with the first candidate, it will reimburse the principal for 50% of the fee paid by the principal (i.e. after the deduction of any other costs). 12hoist4u will not reimburse this fee if the principal has filled the position held by the first candidate (itself or via third parties) within the guarantee period. In the event of reimbursement, 12hoist4u will send the principal a credit note and will pay out the outstanding sum within thirty days.

d. If the principal appoints the candidate introduced by 12hoist4u within the framework of this guarantee clause, if 12hoist4u repays 50% of the fee or if the principal has otherwise filled the position held by the first candidate (itself or via third parties) within the guarantee period, 12hoist4u will have been discharged of its obligations under the terms of the guarantee clause.

Article 9: Completion of the order

An order for recruitment and selection will at any rate be deemed to have been completed as a result of the successful fulfilment of

the order, as a result of the cancellation of the order by 12hoist4u or the principal and - if the parties had agreed on a certain period - as a result of the lapse of that period. The completion of an order will not prejudice the principal's obligations vis-à-vis 12hoist4u in connection with the candidates whom 12hoist4u had introduced to the principal.

Article 10: Jurisdiction and disputes

The agreement and the order, the application and 12hoist4u's quotation will be completely subject to the laws of The Netherlands. The parties hereby explicitly rule out the applicability of any terms and conditions invoked by the principal at any time, unless they agree to derogate there from explicitly and in writing. In the event of any disputes, and if the parties are unable to reach agreement, either party will be at liberty to apply to the civil court with jurisdiction. The District Court of Utrecht will at any rate have jurisdiction to adjudicate on such disputes.

Section 1.2 Recruitment and Selection – Temporary to permanent after a pre-agreed period

Article 1: Scope

The provisions of this section will be applicable to an order for 12hoist4u for the assignment of a candidate to the principal whereby, in connection with the intention to appoint the candidate permanently, the parties agree that the principal will be able to appoint the candidate permanently free of charge after a pre-agreed period.

Article 2: Definitions

In this section, the following terms will be construed as set out below:

Placement: the assignment of a candidate within the framework of an order.

Candidate: the 12hoist4u employee to be placed with the principal in order to provide their services under the principal's leadership and supervision.

the Principal: the natural person or legal entity under whose leadership and supervision the candidate provides their services within the framework of the order.

Fee: the rate payable by the principal for the placement of a 12hoist4u candidate, excluding surcharges, allowances, costs, expenses and VAT. This fee will be payable per hour, unless the parties agree otherwise.

Article 3: Application and selection

a. Before the order commences, the principal must provide 12hoist4u with an accurate description of the position, the job requirements, hours of work, period of employment, tasks, place of work and working conditions, 12hoist4u will select one or more candidates on the basis of the information provided by the principal and these will be introduced to the principal for the execution of the order. The principal is authorised to reject a candidate introduced in this way.

b. 12hoist4u will not be in default vis-à-vis the principal and will not be required to compensate any damage if its efforts fail to result in the actual placement of a candidate or a placement within the period desired by the principal for any reason whatsoever.

c. 12hoist4u is authorised to reject or cancel orders at any time if the principal's creditworthiness appears to be insufficient, in 12hoist4u's opinion. In the event of interim termination on these grounds, the order will be invoiced on the basis of its progress. The provisions of article 10 (temporary-to-permanent) will remain fully applicable.

d. 12hoist4u is not liable for any damage caused as a result of the placement of a candidate who appears to fall short of the principal's requirements, unless the principal submits a written complaint to 12hoist4u to that effect without delay, but at any rate within eight days of the commencement of the placement, and if it can demonstrate that 12hoist4u is guilty of deliberate or conscious

recklessness in its selection procedure.

Article 4: Term of the order

a. An order will be concluded for a definite or an indefinite period. An order for a definite period will be concluded for:

- fixed period (an order with a pre-agreed termination date); or
- a specifiable period (an order on a project basis, whereby an objectively specifiable event, for example the completion of the project, will entail the termination of the order); or;
- a specifiable period not exceeding a fixed period (a project with a maximum termination date).

b. A fixed-period order will be terminated by the operation of law as a result of the lapse of the agreed period or because of the occurrence of the pre-agreed, objectively specifiable event. An order for a fixed or an indefinite period can only be terminated in the interim in writing, giving at least one month's notice.

c. 12hoist4u is authorised to suspend the performance of or to dissolve all the orders concluded between the principal and 12hoist4u in whole or in part without requiring any notice of default and without being held to compensate any damage if:

- the principal fails to comply with any obligation under the terms of the order or fails to do so promptly; or
- it is likely that the principal will be unable to comply with its obligations vis-à-vis 12hoist4u or will be unable to do so promptly and/or in full; or
- the principal has been liquidated, is declared bankrupt or has applied for a suspension of payments.

If an order is dissolved, the principal's payment obligations vis-à-vis 12hoist4u will become immediately payable.

d. The order will be terminated by the operation of law if and as soon as 12hoist4u can no longer place the candidate as a result of the fact that the employment contract between 12hoist4u and the candidate has been terminated and if this employment contract is not subsequently continued on behalf of the same principal. In that event, 12hoist4u will not be guilty of a breach of contract vis-à-vis the principal and neither will it be liable for any damage which the principal suffers as a result.

e. The termination of the order will not prejudice the principal's obligations vis-à-vis 12hoist4u in connection with 12hoist4u's introduction of the candidates to the principal.

Article 5: Position and remuneration

a. Before the order commences, the principal must provide 12hoist4u with a description of the position to be held by the candidate and the relevant place on the principal's salary scale. The candidate's salary, including any surcharges, allowances, costs and expenses, will be fixed in conformity with the relevant statutory rules and regulations.

b. The principal must notify 12hoist4u of any changes to the remuneration and the agreed initial salary raises promptly and at

any rate as soon as these are announced. 12hoist4u will on charge the principal for any overtime, shift work, work at non-customary hours or on non-customary days (including public holidays) and/or allowances for systematically working outside normal hours of work in conformity with the rules and regulations applicable within the principal's organisation.

c. If it becomes apparent at any time that the candidate's job description and place on the salary scale do not correspond with the tasks performed by him in practice, the principal must provide 12hoist4u with the correct job description and inform it of the relevant place on the salary scale without delay so that the candidate's salary can be reviewed and the fee can be corrected accordingly.

Article 6: Hours of work and working week

The candidate's hours of work and working week within the principal's organisation will be recorded in the order confirmation or agreed otherwise. The candidate's hours of work, working week and breaks will be the same as the breaks and hours customarily observed within the principal's organisation, unless the parties explicitly agree otherwise. The principal warrants that the candidate's working week and breaks comply with the statutory requirements and will ensure that the candidate does not exceed the hours of work permitted in law or the agreed working week.

Artikel 7: Leadership and supervision

- a. The tasks will be performed under the overall responsibility, leadership and supervision of the principal, unless the parties explicitly agree otherwise. The principal will observe the same degree of due care vis-à-vis the candidate in providing leadership and supervision as it is required to observe vis-à-vis its own staff.
- b. The principal, in its turn, is not permitted to 're-lend' the candidate to a third party; i.e. to make the candidate available to a third party so that the candidate can render his services under the leadership and supervision of that third party, without 12hoist4u's written permission.
- c. The principal can only assign the candidate in derogation of the terms of the order and the General Terms if 12hoist4u and the candidate have agreed to this in advance and in writing. Neither can the candidate be assigned outside the Netherlands unless both 12hoist4u and the candidate have agreed to this in writing.

Artikel 8: Working conditions

- a. The principal declares that it is aware of the fact that it will be deemed to be an employer under the terms of the *Arbeidsomstandighedenwet* (the Dutch working conditions act). The principal is responsible vis-à-vis the candidate and 12hoist4u for the compliance with the obligations in terms of safety at work and good working conditions arising from section 7:658 of the Netherlands Civil Code, the aforementioned working conditions act and the relevant rules and regulations.
- b. The principal is required to provide the candidate and 12hoist4u with written information on the desired professional qualifications and the specific characteristics of the position to which the candidate is to be assigned and to do so promptly, and at any rate one work day before the assignment commences. The principal must take the initiative to provide the candidate with information on the Hazard Identification & Risk Assessment analysis (HI&RA) applicable within its organisation and on all the risks and points requiring attention which are specific to the candidate's position and the place of work.
- c. If the candidate has an industrial accident or contracts an industrial disease, the principal must notify the relevant authorities of this, if required in law, without delay and must ensure that a written report is drawn up of such an incident without delay. The report must record the events leading up to the accident in such a way that it is possible to ascertain with a reasonable degree of certainty whether and to which extent the accident is a result of the fact that insufficient measures had been taken to prevent the accident or disease. The principal must inform 12hoist4u of the industrial accident or disease at the

earliest opportunity and must provide it with a copy of the relevant report.

Article 9: Replacement of candidate

- a. 12hoist4u is authorised to submit a proposal to replace a candidate assigned to the principal by another candidate without suspending the order, and to do so on the grounds of 12hoist4u's company or personnel policy, the need to protect jobs or its compliance with current legislation or regulations, and specifically the dismissal guidelines laid down by the *Centrum voor Werk en Inkomen* (the executive agency for employee benefits in The Netherlands). The principal may only reject such a proposal on reasonable grounds. If requested to do so, the principal must give reasons for such a rejection in writing.
- b. 12hoist4u will not be guilty of a breach of contract vis-à-vis the principal and will not be required to compensate any damage or costs to the principal if it is not or no longer able to place a (replacement) candidate with the principal in the manner and to the extent agreed in the order or thereafter.
- c. 12hoist4u will not be required to arrange for an immediate replacement in the event of a candidate's disability. If that disability exceeds or threatens to exceed two months, 12hoist4u and the principal will consult each other to decide on the scope for replacement.

Article 10: Temporary to permanent

- a. Unless it obtains 12hoist4u's written permission, the principal or any organisation allied thereto is not permitted to permanently appoint a candidate placed by 12hoist4u (i.e. to appoint the candidate or to let him work on its behalf in a similar way, via third parties or otherwise, without doing so via 12hoist4u) before the candidate has worked 1,000 (one thousand) hours within the principal's organisation via 12hoist4u within the framework of that order and after these hours have been invoiced. After this period, a permanent appointment will be free of charge.
- b. A principal that concludes a permanent appointment with a temporary candidate within the period referred to in the preceding paragraph will be required to pay 12hoist4u damages of 50% of the most recent fee, multiplied by the number of hours, computed as follows: 1,000 minus the number of hours which the candidate has already worked for the principal via 12hoist4u and which have already been invoiced.
- The principal's obligation to pay 12hoist4u damages will remain applicable until 12 (twelve) months have elapsed since the last hour which the candidate worked for the principal via 12hoist4u and which have already been invoiced.
- c. Neither is the principal or any organisation allied thereto permitted to conclude an employment relationship with a candidate who had been introduced to it by 12hoist4u within the last 12 (twelve) months within the framework of an order or a potential order, i.e. to appoint such a candidate or to let him work on its behalf in a similar way, via third parties or otherwise, without doing so via 12hoist4u.
- d. A principal that proceeds with an employment relationship as described in the preceding paragraph within the period referred to in the preceding paragraph will be required to pay 12hoist4u damages of 50% of the quoted fee or the most recent or customary fee, multiplied by 1,000 (one thousand) hours. Unless the principal had made a prior and explicit written reservation to that effect, this provision will also be applicable if the principal appears to be already acquainted with a candidate introduced by 12hoist4u in some other way.

Article 11: Suspension

The principal is not authorised to temporarily suspend the candidate's assignment, in whole or in part, unless it is subject to force majeure in the sense of section 6:75 of the Netherlands Civil Code. If the principal is not subject to force majeure but temporarily has no employment for or cannot assign tasks to the candidate, it will nevertheless be required to pay 12hoist4u the full fee for the duration of the order on the basis of the most recent or the customary number of hours.

Article 12: Company closures

When concluding the order, the principal must notify 12hoist4u of any company closures and collective compulsory days off in the course of the order, so that 12hoist4u can record these in the employment contract with the candidate to the extent possible. If a company closure and/or collective compulsory days off is or are announced after the order has been concluded, the principal must notify 12hoist4u of this fact immediately after these are announced. If the principal fails to notify 12hoist4u of these promptly, it will be required to pay 12hoist4u the fee for the duration of the company closure in full, on the basis of the number of hours and the overtime customarily worked per period pursuant to the most recent order and the General Terms.

Article 13: The principal's liability

- a. The principal will be required to compensate the candidate for and must indemnify 12hoist4u against any damage or costs (including the costs of legal counsel) which the candidate suffers in the course of his duties, if and to the extent that the principal and/or 12hoist4u could be held liable therefore in law and specifically pursuant to sections 7:658 (working conditions), 7:611 (good employership) or 6:108 (damages in the event of death) of the Netherlands Civil Code. The principal is also required to compensate the candidate for any damage which the latter suffers as a result of the loss or damage of any of his private property used in connection with the performance of the agreed tasks.
- b. A principal that fails to comply with any of its obligations under the present General Terms will be required to compensate all the damage and costs which 12hoist4u suffers as a result (including the costs of legal counsel), without requiring prior notice of default, and will be required to indemnify 12hoist4u against such claims if necessary. This will not prejudice the fact that 12hoist4u will be authorised to lodge other claims such as a claim for dissolution.
- c. The principal must indemnify 12hoist4u against any liability for 12hoist4u as the candidate's employer in connection with the damage, losses and contracts referred to in this article. To the extent possible, the principal is required to take out adequate insurance against liability on the grounds of the provisions of this article. If 12hoist4u so requests, the principal will provide proof of such insurance.

Article 14: 12hoist4u's liability

- a. 12hoist4u is required to invest its best efforts to execute an order properly. If and to the extent 12hoist4u fails to comply with this obligation, it will be required to compensate any damage which the principal suffers as a direct result, with due observance of the provisions of the present General Terms, provided that the principal can demonstrate that the damage is the direct result of a breach of contract by 12hoist4u.
- b. Any liability for 12hoist4u arising from the order will be restricted to the fee which 12hoist4u charges the principal for the execution of the order, and will be computed on the basis of the agreed number of hours of work and the agreed term of the order, with a maximum of three months. The maximum sum payable by 12hoist4u will in no event exceed the sum paid out under the terms of its insurance. The parties hereby rule out 12hoist4u's liability for indirect damage, including consequential risk, loss of profits, the inability to make savings or qualify for discounts and damage caused as a result of stagnation in the business processes under any circumstances.
- c. 12hoist4u is not liable vis-à-vis the principal for any damage or loss suffered by the principal, third parties or the candidate himself as a result of any act or omission by the candidate. 12hoist4u is not liable vis-à-vis the principal for any agreement which a candidate has concluded with or which arises from a candidate vis-à-vis the principal or any third party and which has been concluded with or without the permission of the principal or that third party.

Article 15: The fee

- a. The fee payable to 12hoist4u by the principal will be computed over the hours to which 12hoist4u can lay claim under the terms of the order and/or the General Terms and will always at least be computed over the number of hours in fact worked by the candidate. The fee will be multiplied by the surcharges and allowances and increased with the costs and expenses which 12hoist4u is required to pay the candidate. VAT will be payable over the fee, the surcharges, allowances, costs and expenses.
- b. 12hoist4u will be authorised to adjust the fee in the course of the order if the costs thereof rise as a result of or pursuant to changes to social security and tax legislation or to any other binding rules or regulations, or as a result of or pursuant to any collective labour agreement or the wages, salaries, terms of employment, wage or salary rises and/or obligatory payments provided for therein or changes thereto.
- c. 12hoist4u will inform the principal of any changes to the fee at the earliest opportunity and confirm these to the principal in writing. If the remuneration and/or the fee are too low for any reason which can be attributed to the principal, 12hoist4u will also be authorised to bring the remuneration and the fee up to the correct level in retrospect and with retroactive effect. 12hoist4u is also authorised to charge the principal for any deficit in the sums which the principal paid as a result and the costs which 12hoist4u was subsequently required to incur.

Article 16: Invoicing and timekeeping

- a. 12hoist4u will invoice the principal on the basis of the agreed timekeeping method. Unless the parties agree otherwise in writing, time will be kept on the basis of the timesheets approved by the principal in writing.
- b. The principal must ensure that the data on the candidate on the timesheets (such as the candidate's name, the number of hours worked, overtime, other hours for which the fee is payable under the terms of the order and the present General Terms, any surcharges, allowances and any costs and expenses incurred in practice) is completed correctly and truthfully. The principal warrants that its staff are authorised to sign the timesheets and accepts all responsibility for the signature of timesheets and the related invoices.
- c. If time is kept on forms supplied by the candidate, the principal will retain a copy of that form. In the event of any discrepancy between the form submitted to 12hoist4u by the candidate and the copy retained by the principal, the form which the candidate submitted to 12hoist4u will serve as full basis for settlement, notwithstanding any evidence the principal may provide to the contrary.

Article 17: Payment

- a. The principal is required to settle all the invoices despatched by 12hoist4u within 21 (twenty-one) days of the invoice date at all times. If an invoice is not settled within this period, the principal will be in default by the operation of law as of that date without requiring any notice of default, and will forfeit interest in favour of 12hoist4u at a rate of 2% per month, in which connection a part of a month will be deemed to be a full month. The principal is not permitted to suspend its payment obligations or to set off debts.
- b. The principal will be discharged of its obligations only by making payment to 12hoist4u or to a third party designated by 12hoist4u in writing. Payment to candidates will be non-binding and can never constitute grounds for the clearing of a debt or the setting-off of debts.
- c. All the collection costs will be entirely for the principal's account. The compensation for extra-judicial collection costs is hereby fixed at 15% of the outstanding principal sum, including interest, with a minimum of €500 per claim. This sum will be charged to and payable by the principal without requiring any further evidence as soon as 12hoist4u is required to seek legal advice or if 12hoist4u is required to transfer the debt to a third party for collection.

Article 18: Intellectual property rights

- a. If the principal so requests, 12hoist4u will arrange for the candidate to sign a written statement to ensure or promote that all the intellectual property rights which accrue to the candidate on the fruit of his labours are transferred to the principal, to the extent necessary and possible. If 12hoist4u is required to pay the candidate a fee or is otherwise compelled to incur costs in this connection, the principal will be required to compensate 12hoist4u for these costs or for an identical sum.
- b. The principal is at liberty to conclude an agreement with the candidate directly or to request the candidate to sign an undertaking in connection with the intellectual property rights referred to in paragraph 1. The principal must notify 12hoist4u of its intention to do so and must provide 12hoist4u with a copy of the relevant agreement or statement.
- c. 12hoist4u is not liable vis-à-vis the principal for any fine or penalty forfeit by the candidate, or any damage which the principal may suffer as a result of the fact that the candidate invokes any intellectual property rights.

Article 19: Confidentiality

- a. 12hoist4u and the principal will divulge no confidential information on or from the other party, their activities and business contacts which came to their attention in the course of the order to third parties, unless, and in that case to the extent that, it is required to make such information available in order to properly execute the order or unless either party are under any statutory obligation to divulge such information.
- b. Specifically, the principal is not permitted to divulge the particulars of a candidate introduced by 12hoist4u to a third party without obtaining 12hoist4u's prior written permission. In the event of the breach of the provisions of this article, the principal will forfeit an immediately payable penalty of €25,000 in favour of 12hoist4u for every breach, without prejudice to 12hoist4u's right to claim full compensation of damage from the principal.
- c. If the principal so requests, 12hoist4u will require the candidate to observe confidentiality on any information which comes to his attention or of which he becomes aware in the course of his duties, unless these are facts which are already in the public domain or unless the candidate is under a statutory obligation to make such information available.
- d. The principal will be at liberty to require the candidate to observe confidentiality directly. The principal must notify 12hoist4u of its intention to do so and must provide 12hoist4u with a copy of the statement or agreement drawn up for this purpose. 12hoist4u will not be liable for any fine or penalty forfeit or any damage suffered by the principal as a result of the candidate's breach of the obligation to observe confidentiality.

Article 20: Non-discrimination clause

In order to prevent discrimination, in particular on the grounds of religion, beliefs, political convictions, gender, race, nationality, heterosexual or homosexual orientation, civil status, handicap, chronic illness, age or on any other grounds whatsoever, the principal will be unable to stipulate any requirements which are not relevant to the position, and neither may 12hoist4u take these into account.

Article 21: Company car

The principal must notify 12hoist4u without delay if it intends to provide the candidate with a car which he is (also) permitted to use for private purposes. The principal must provide 12hoist4u with the correct data which it requires to compute the candidate's salary in this connection, including the catalogue value of that car. The principal is required to take out all the insurance required in law and will be liable for any damage arising from the use of the car.

Article 22: Worker's participation

The principal is required to give any candidate who is a member of 12hoist4u's or the principal's Works' Council the opportunity to exercise these participatory rights in conformity with the relevant statutory provisions, rules and regulations. The principal will also be required to pay the fee over the hours in which the candidate undertakes these duties or takes any training course in connection with the execution of that participatory position during working hours, but only if the candidate exercises his participatory rights within the principal's organisation.

Article 23: Jurisdiction and disputes

The relationship between the principal and 12hoist4u will be completely subject to the laws of the Netherlands. The parties hereby explicitly rule out the applicability of any terms and conditions invoked by the principal, unless they agree to derogate there from explicitly and in writing. In the event of any disputes, and if the parties fail to reach agreement on this subject, both parties will be at liberty to apply to the civil court with jurisdiction. The District Court of Utrecht will at any rate have jurisdiction to adjudicate on such disputes.

Article 24: Final provision

If one or more of the provisions of the present General Terms appear to be null, void or voidable, the order and the present General Terms will otherwise remain applicable in full. The provisions which are invalid or which cannot be applied in law will be replaced by new provisions in keeping with the purport of the original provisions to the extent possible.

Chapter 12hoist4u temporary specialist

Temporary personnel

Article 1: Scope

12hoist4u can offer a special service, known as 12hoist4u temporary specialist, to provide temporary personnel, for example for a special project, on account of illness or to cover a peak in the workload. A temporary specialist is employed by 12hoist4u, is coached, supervised and his performance is appraised by 12hoist4u, and he given courses tailored to the principal's specific needs, but he cannot accept a principal's offer for a permanent employment contract. The provisions of this section will be applicable to an order for 12hoist4u to place a 12hoist4u temporary specialist with a principal on a temporary basis.

Article 2: Definitions

In this section, the following terms will be construed as set out below:

Placement: the assignment of a 12hoist4u temporary specialist within the framework of an order.

12hoist4u temporary specialist: the 12hoist4u employee to be placed with the principal in order to provide their services under the principal's leadership and supervision.

the Principal: the natural person or legal entity under whose leadership and supervision the 12hoist4u temporary specialist provides their services within the framework of the order.

Fee: the rate payable by the principal for the placement of a 12hoist4u temporary specialist, excluding surcharges, allowances, costs, expenses and VAT. This fee will be payable per hour, unless the parties agree otherwise.

Article 3: Application and selection

- a. Before the order commences, the principal must provide 12hoist4u with an accurate description of the order and the tasks, together with information on the job requirements, the salary scale, hours of work, period of employment, place of work and working conditions, 12hoist4u will select one or more 12hoist4u temporary specialist on the basis of the information provided by the principal and these will be introduced to the principal for the execution of the order. The principal is authorised to reject a 12hoist4u temporary specialist introduced in this way.
- b. 12hoist4u will not be guilty of a breach of contract vis-à-vis the principal and will not be required to compensate any damage if its efforts fail to result in the actual placement of a 12hoist4u temporary specialist or a placement within the period desired by the principal for any reason whatsoever.
- c. 12hoist4u is authorised to reject or cancel orders at any time if the principal's creditworthiness appears to be insufficient, in 12hoist4u's opinion. In the event of interim termination on these grounds, the order will be invoiced on the basis of its progress. The provisions of article 9 (no temporary-to-permanent contract) will remain fully applicable.
- d. 12hoist4u is not liable for any damage caused as a result of the placement of a 12hoist4u temporary specialist who appears to fall short of the principal's requirements, unless the principal submits a written complaint to 12hoist4u to that effect without delay, but at any rate within eight days of the commencement of the placement, and if it can demonstrate that 12hoist4u is guilty of deliberate or conscious recklessness in its selection procedure.

Article 4: Term of the order

- a. An order will be concluded for a definite or an indefinite period. An order for a definite period will be concluded for:
 - a fixed period (an order with a pre-agreed termination date); or
 - a specifiable period (an order on a project basis, whereby an

- objectively specifiable event, for example the completion of the project, will entail the termination of the order); or;
 - a specifiable period not exceeding a fixed period (a project with a maximum termination date).
- b. A fixed-period order will be terminated by the operation of law as a result of the lapse of the agreed period or because of the occurrence of the pre-agreed, objectively-specifiable event. An order for a fixed or an indefinite period can only be terminated in the interim in writing, giving at least one month's notice.
- c. 12hoist4u is authorised to suspend the performance of or to dissolve all the orders concluded between the principal and 12hoist4u in whole or in part without requiring any notice of default and without being held to compensate any damage if:
 - the principal fails to comply with any obligation under the terms of the order or fails to do so promptly; or
 - it is likely that the principal will be unable to comply with its obligations vis-à-vis 12hoist4u or will be unable to do so promptly and/or in full; or
 - the principal has been liquidated, is declared bankrupt or has applied for a suspension of payments.

If an order is dissolved, the principal's payment obligations vis-à-vis 12hoist4u will become immediately payable.

d. The order will be terminated by the operation of law if and as soon as 12hoist4u can no longer place the 12hoist4u temporary specialist as a result of the fact that the employment contract between 12hoist4u and the 12hoist4u temporary specialist has been terminated and if this employment contract is not subsequently continued on behalf of the same principal. In that event, 12hoist4u will not be guilty of a breach of contract vis-à-vis the principal and neither will it be liable for any damage which the principal suffers as a result.

e. The termination of the order will not prejudice the principal's obligations vis-à-vis 12hoist4u in connection with 12hoist4u's introduction of the 12hoist4u temporary specialist to the principal.

Article 5: Hours of work and working week

The 12hoist4u temporary specialist's hours of work and working week within the principal's organisation will be recorded in the order confirmation or agreed otherwise. The 12hoist4u temporary specialist's hours of work, working week and breaks will be the same as the breaks and hours customarily observed within the principal's organisation, unless the parties explicitly agree otherwise. The principal warrants that the 12hoist4u temporary specialist's working week and breaks comply with the statutory requirements and will ensure that the 12hoist4u temporary specialist does not exceed the hours of work permitted in law or the agreed working week.

Article 6: Leadership and supervision

- a. The tasks will be performed under the overall responsibility, leadership and supervision of the principal, unless the parties explicitly agree otherwise. The principal will observe the same degree of due care vis-à-vis the 12hoist4u temporary specialist in providing leadership and supervision as it is required to observe vis-à-vis its own staff.
- b. The principal, in its turn, is not permitted to 're-lend' the 12hoist4u temporary specialist to a third party; i.e. to make the 12hoist4u temporary specialist available to a third party so that the 12hoist4u temporary specialist can render his services under the leadership and supervision of that third party, without 12hoist4u's written permission.
- c. The principal can only assign the 12hoist4u temporary specialist in derogation of the terms of the order and the General Terms if 12hoist4u and the 12hoist4u temporary specialist have

agreed to this in advance and in writing. Neither can the 12hoist4u temporary specialist be assigned outside the Netherlands unless both 12hoist4u and the 12hoist4u temporary specialist have agreed to this in writing.

Article 7: Working conditions

- a. The principal declares that it is aware of the fact that it will be deemed to be an employer under the terms of the *Arbeidsomstandighedenwet* (the Dutch working conditions act). The principal is responsible vis-à-vis the 12hoist4u temporary specialist and 12hoist4u for the compliance with the obligations in terms of safety at work and good working conditions arising from section 7:658 of the Netherlands Civil Code, the aforementioned working conditions act and the relevant rules and regulations.
- b. The principal is required to provide the 12hoist4u temporary specialist and 12hoist4u with written information on the desired professional qualifications and the specific characteristics of the position to which the 12hoist4u temporary specialist is to be assigned and to do so promptly, and at any rate one work day before the assignment commences. The principal must take the initiative to provide the 12hoist4u temporary specialist with information on the Hazard Identification & Risk Assessment analysis (HI&RA) applicable within its organisation and on all the risks and points requiring attention which are specific to the 12hoist4u temporary specialist's place of work.
- c. If the 12hoist4u temporary specialist has an industrial accident or contracts an industrial disease, the principal must notify the relevant authorities of this, if required in law, without delay and must ensure that a written report is drawn up of such an incident without delay. The report must record the events leading up to the accident in such a way that it is possible to ascertain with a reasonable degree of certainty whether and to which extent the accident is a result of the fact that insufficient measures had been taken to prevent the accident or disease. The principal must inform 12hoist4u of the industrial accident or disease at the earliest opportunity and must provide it with a copy of the relevant report.

Article 8: Replacement of a temporary specialist

- a. 12hoist4u is authorised to submit a proposal to replace a 12hoist4u temporary specialist assigned to the principal by another 12hoist4u temporary specialist without suspending the order, and to do so on the grounds of 12hoist4u's company or personnel policy, the need to protect jobs or its compliance with current legislation or regulations, and specifically the dismissal guidelines laid down by the *Centrum voor Werk en Inkomen* (the executive agency for employee benefits in The Netherlands). The principal may only reject such a proposal on reasonable grounds. If requested to do so, the principal must give reasons for such a rejection in writing.
- b. 12hoist4u will not be guilty of a breach of contract vis-à-vis the principal and will not be required to compensate any damage or costs to the principal if it is not or no longer able to place a (replacement) 12hoist4u temporary specialist with the principal in the manner and to the extent agreed in the order or thereafter.
- c. 12hoist4u will not be required to arrange for an immediate replacement in the event of the disability of a 12hoist4u temporary specialist. If that disability exceeds or threatens to exceed two months, 12hoist4u and the principal will consult each other to decide on the scope for replacement.

Article 9: No temporary – to permanent contract

- a. The principal or any organisation allied thereto is not permitted, in the course of the order or within 12 (twelve) months of the expiry thereof, irrespective of the reason for the termination, to permanently appoint a 12hoist4u temporary specialist or to let him work on its behalf in a similar way, via third parties or otherwise, without doing so via 12hoist4u.
- b. Neither is the principal or any organisation allied thereto permitted to appoint a 12hoist4u temporary specialist who had been introduced to it by 12hoist4u within the last 12 (twelve) months within the framework of an order or a potential order, or to

let him work on its behalf in a similar way, via third parties or otherwise, without doing so via 12hoist4u. Unless the principal had made a prior and explicit written reservation to that effect, this provision will also be applicable if the principal appears to be already acquainted with a 12hoist4u temporary specialist introduced by 12hoist4u in some other way.

c. In the event of the breach of the provisions of this article, the principal will forfeit an immediately payable penalty of €45,000 in favour of 12hoist4u.

d. For the purposes of this article, a '12hoist4u temporary specialist' will also be deemed to be: a 12hoist4u temporary specialist who was introduced to the principal by 12hoist4u in the preceding 12 (twelve) months and a 12hoist4u temporary specialist whose placement with the principal had been terminated less than 12 (twelve) months before the commencement of the employment relationship.

Article 10: Suspension

The principal is not authorised to temporarily suspend the 12hoist4u temporary specialist's assignment, in whole or in part, unless it is subject to force majeure in the sense of section 6:75 of the Netherlands Civil Code. If the principal is not subject to force majeure but temporarily has no employment for or cannot assign tasks to the 12hoist4u temporary specialist, it will nevertheless be required to pay 12hoist4u the full fee for the duration of the order on the basis of the most recent or the customary number of hours.

Article 11: Company closures

When concluding the order, the principal must notify 12hoist4u of any company closures and collective compulsory days off in the course of the order, so that 12hoist4u can record these in the employment contract with the 12hoist4u temporary specialist to the extent possible. If a company closure and/or collective compulsory days off is or are announced after the order has been concluded, the principal must notify 12hoist4u of this fact immediately after these are announced. If the principal fails to notify 12hoist4u of these promptly, it will be required to pay 12hoist4u the fee for the duration of the company closure in full, on the basis of the number of hours and the overtime customarily worked per period pursuant to the most recent order and the General Terms.

Article 12: The principal's liability

a. The principal will be required to compensate the 12hoist4u temporary specialist for and must indemnify 12hoist4u against any damage or costs (including the costs of legal counsel) which the 12hoist4u temporary specialist suffers in the course of his duties, if and to the extent that the principal and/or 12hoist4u could be held liable therefore in law and specifically pursuant to sections 7:658 (working conditions), 7:611 (good employer) or 6:108 (damages in the event of death) of the Netherlands Civil Code. The principal is also required to compensate the 12hoist4u temporary specialist for any damage which the latter suffers as a result of the loss or damage of any of his private property used in connection with the performance of the agreed tasks.

b. A principal that fails to comply with any of its obligations under the present General Terms will be required to compensate all the damage and costs which 12hoist4u suffers as a result (including the costs of legal counsel), without requiring prior notice of default, and will be required to indemnify 12hoist4u against such claims if necessary. This will not prejudice the fact that 12hoist4u will be authorised to lodge other claims such as a claim for dissolution.

c. The principal must indemnify 12hoist4u against any liability for 12hoist4u, as the employer of the 12hoist4u temporary specialist, in connection with the damage, losses and contracts referred to in this article. To the extent possible, the principal is required to take out adequate insurance against liability on the grounds of the provisions of this article. If 12hoist4u so requests, the principal will provide proof of such insurance.

Article 13: 12hoist4u's liability

- a. 12hoist4u is required to invest its best efforts to execute an order properly. If and to the extent 12hoist4u fails to comply with this obligation, it will be required to compensate any damage which the principal suffers as a direct result, with due observance of the provisions of the present General Terms, provided that the principal can demonstrate that the damage is the direct result of an attributable failure by 12hoist4u.
- b. Any liability for 12hoist4u arising from the order will be restricted to the fee which 12hoist4u charges the principal for the execution of the order, and will be computed on the basis of the agreed number of hours of work and the agreed term of the order, with a maximum of three months. The maximum sum payable by 12hoist4u will in no event exceed the sum paid out under the terms of its insurance. The parties hereby rule out 12hoist4u's liability for indirect damage, including consequential risk, loss of profits, the inability to make savings or qualify for discounts and damage caused as a result of stagnation in the business processes under any circumstances.
- c. 12hoist4u is not liable vis-à-vis the principal for any damage or loss suffered by the principal, third parties or the 12hoist4u temporary specialist himself as a result of any act or omission by the 12hoist4u temporary specialist. 12hoist4u is not liable vis-à-vis the principal for any agreement which a 12hoist4u temporary specialist has concluded with or which arises for a 12hoist4u temporary specialist vis-à-vis the principal or any third party and which has been concluded with or without the permission of the principal or that third party.

Article 14: The fee

- a. The fee payable to 12hoist4u by the principal will be computed over the hours to which 12hoist4u can lay claim under the terms of the order and/or the General Terms and will always at least be computed over the number of hours in fact worked by the 12hoist4u temporary specialist. The fee will be increased with the surcharges, allowances costs and expenses to the extent applicable. Overtime, work at non-customary hours or on non-customary days (including public holidays) and/or allowances for systematically working outside normal hours of work will be paid in conformity with the rules and regulations applicable within the principal's organisation and on charged to the principal, unless the parties have agreed otherwise. VAT will be payable over the fee, surcharges, allowances, costs and expenses.
- b. 12hoist4u will be authorised to adjust the fee in the course of the order if the costs thereof rise as a result of or pursuant to changes to social security and tax legislation or to any other binding rules or regulations, or as a result of or pursuant to any collective labour agreement or the wages, salaries, terms of employment, wage or salary rises and/or obligatory payments provided for therein or changes thereto.
- c. 12hoist4u will inform the principal of any changes to the fee at the earliest opportunity and confirm these to the principal in writing. If the fee is too low for any reason which can be attributed to the principal, 12hoist4u will also be authorised to bring that fee up to the correct level in retrospect and with retroactive effect. 12hoist4u is also authorised to charge the principal for any deficit in the sums which the principal paid as a result and the costs which 12hoist4u was subsequently required to incur.

Article 15: Invoicing and timekeeping

- a. 12hoist4u will invoice the principal on the basis of the agreed timekeeping method. Unless the parties agree otherwise in writing, time will be kept on the basis of the timesheets approved by the principal in writing.
- b. The principal must ensure that the data on the 12hoist4u temporary specialist on the timesheets (such as the 12hoist4u temporary specialist's name, the number of hours worked, overtime, other hours for which the fee is payable under the terms of the order and the present General Terms, any surcharges, allowances and any costs and expenses incurred in practice) is

completed correctly and truthfully. The principal warrants that its staff are authorised to sign the timesheets and accepts all responsibility for the signature of timesheets and the related invoices.

- c. If time is kept on forms supplied by the 12hoist4u temporary specialist, the principal will retain a copy of that form. In the event of any discrepancy between the form submitted to 12hoist4u by the 12hoist4u temporary specialist and the copy retained by the principal, the form which the 12hoist4u temporary specialist submitted to 12hoist4u will serve as full basis for settlement, notwithstanding any evidence the principal may provide to the contrary.

Article 16: Payment

- a. The principal is required to settle all the invoices despatched by 12hoist4u within 21 (twenty-one) days of the invoice date at all times. If an invoice is not settled within this period, the principal will be in default by the operation of law as of that date without requiring any notice of default, and will forfeit interest in favour of 12hoist4u at a rate of 2% per month, in which connection a part of a month will be deemed to be a full month. The principal is not permitted to suspend its payment obligations or to set off debts.
- b. The principal will be discharged of its obligations only by making payment to 12hoist4u or to a third party designated by 12hoist4u in writing. Payment to 12hoist4u temporary specialists will be non-binding and can never constitute grounds for the clearing of a debt or the setting-off of debts.
- c. All the collection costs will be entirely for the principal's account. The compensation for extra-judicial collection costs is hereby fixed at 15% of the outstanding principal sum, including interest, with a minimum of €500 per claim. This sum will be charged to and payable by the principal without requiring any further evidence as soon as 12hoist4u is required to seek legal advice or if 12hoist4u is required to transfer the debt to a third party for collection.

Article 17: Intellectual property rights

- a. If the principal so requests, 12hoist4u will arrange for the 12hoist4u temporary specialist to sign a written statement to ensure or promote that all the intellectual property rights which accrue to the 12hoist4u temporary specialist on the fruit of his labours are transferred to the principal, to the extent necessary and possible. If 12hoist4u is required to pay the 12hoist4u temporary specialist a fee or is otherwise compelled to incur costs in this connection, the principal will be required to compensate 12hoist4u for these costs or for an identical sum.
- b. The principal is at liberty to conclude an agreement with the 12hoist4u temporary specialist directly or to request the 12hoist4u temporary specialist to sign an undertaking in connection with the intellectual property rights referred to in paragraph 1. The principal must notify 12hoist4u of its intention to do so and must provide 12hoist4u with a copy of the relevant agreement or statement.
- c. 12hoist4u is not liable vis-à-vis the principal for any fine or penalty forfeit by the 12hoist4u temporary specialist, or any damage which the principal may suffer as a result of the fact that the 12hoist4u temporary specialist invokes any intellectual property rights.

Article 18: Confidentiality

- a. 12hoist4u and the principal will divulge no confidential information on or from the other party, their activities and business contacts which came to their attention in the course of the order to third parties, unless, and in that case to the extent that, it is required to make such information available in order to properly execute the order or unless either party are under any statutory obligation to divulge such information.
- b. Specifically, the principal is not permitted to divulge the particulars of a 12hoist4u temporary specialist introduced by 12hoist4u to a third party without obtaining 12hoist4u's prior written permission. In the event of the breach of the provisions of this article, the principal will forfeit an immediately payable

penalty of €25,000 in favour of 12hoist4u for every breach, without prejudice to 12hoist4u's right to claim full compensation of damage from the principal.

c. If the principal so requests, 12hoist4u will require the 12hoist4u temporary specialist to observe confidentiality on any information which comes to his attention or of which he becomes aware in the course of his duties, unless these are facts which are already in the public domain or unless the 12hoist4u temporary specialist is under a statutory obligation to make such information available.

d. The principal will be at liberty to require the 12hoist4u The principal is required to give any 12hoist4u Interim Professional who is a member of 12hoist4u's or the principal's Works' Council the opportunity to exercise these participatory rights in conformity with the relevant statutory provisions, rules and regulations. The principal will also be required to pay the fee over the hours in which the 12hoist4u Interim Professional undertakes these duties or takes any training course in connection with the execution of that participatory position during working hours, but only if the 12hoist4u Interim Professional exercises his participatory rights within the principal's organisation.

to observe confidentiality directly. The principal must notify 12hoist4u of its intention to do so and must provide 12hoist4u with a copy of the statement or agreement drawn up for this purpose. 12hoist4u will not be liable for any fine or penalty forfeit or any damage suffered by the principal as a result of the 12hoist4u temporary specialist's breach of the obligation to observe confidentiality.

Article 19: No-discrimination clause

In order to prevent discrimination, in particular on the grounds of religion, beliefs, political convictions, gender, race, nationality, heterosexual or homosexual orientation, civil status, handicap, chronic illness, age or on any other grounds whatsoever, the principal will be unable to stipulate any requirements which are not relevant to the position, and neither may 12hoist4u take these into account.

Article 20: Company car

The principal must notify 12hoist4u without delay if it intends to provide the 12hoist4u temporary specialist with a car which he is

(also) permitted to use for private purposes. The principal must provide 12hoist4u with the correct data which it requires to compute the 12hoist4u temporary specialist's salary in this connection, including the catalogue value of that car. The principal is required to take out all the insurance required in law and will be liable for any damage arising from the use of the car.

Article 21: Worker's participation

The principal is required to give any 12hoist4u temporary specialist who is a member of 12hoist4u's or the principal's Works' Council the opportunity to exercise these participatory rights in conformity with the relevant statutory provisions, rules and regulations. The principal will also be required to pay the fee over the hours in which the 12hoist4u temporary specialist undertakes these duties or takes any training course in connection with the execution of that participatory position during working hours, but only if the 12hoist4u temporary specialist exercises his participatory rights within the principal's organisation.

Article 22: Jurisdiction and disputes

The relationship between the principal and 12hoist4u will be completely subject to the laws of the Netherlands. The parties hereby explicitly rule out the applicability of any terms and conditions invoked by the principal, unless they agree to derogate there from explicitly and in writing. In the event of any disputes, and if the parties fail to reach agreement on this subject, both parties will be at liberty to apply to the civil court with jurisdiction. The District Court of Utrecht will at any rate have jurisdiction to adjudicate on such disputes.

Article 23: Final provision

If one or more of the provisions of the present General Terms appear to be null, void or voidable, the order and the present General Terms will otherwise remain applicable in full. The provisions which are invalid or which cannot be applied in law will be replaced by new provisions in keeping with the purport of the original provisions to the extent possible.

www.12hoist4u.nl

Houten +31-(0)30-6342078

© 12hoist4u 2008