



**PROCON Professionals B.V.**

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## TERMS AND CONDITIONS PROCON STAFFING BV

### I) GENERAL

#### O. Definitions

In these general terms and conditions:

'PROCON Staffing':	PROCON Staffing B.V., registered office (2909 VA) Capelle a/d IJssel at the Fascinatio Boulevard 522 registered in the Trade register under number 90934865.
'Client':	The natural or legal person who, in connection with the provision of services and/ or the (doing) PROCON Staffing, has linked or is in negotiation with it, or that party to whom PROCON Staffing a tender of other offer has released.
'Services':	The services to be supplied or to be carried out and/or the adoption work, to which PROCON Staffing has committed itself towards the Client.
'Contract':	The contract whereby PROCON Staffing commits itself to the principal to carry out the activities entrusted to it by this task, under the conditions laid down in this Regulation, under his control and supervision or a third party to be designated by him.
'Employee':	The natural person who, pursuant to an employment contract with PROCON Staffing, carries out a contract with or for the benefit of the principal of PROCON Staffing.
'Fee':	The remuneration payable by the Client to PROCON Staffing in connection with the contract.
'Agreement':	The contract concluded between PROCON Staffing and the Client by supply and acceptance and in which the contract is established and elaborated.



## 1. OFFER AND AGREEMENT

- 1.1 These general terms and conditions apply to all offers and agreements whereby PROCON Staffing services (of any kind) to the Client, even if these services are not (further) described in these terms and conditions.
- 1.2 The applicability of any purchase of other terms and conditions of the Client is expressly rejected.
- 1.3 If any provision of these terms and conditions is void or destroyed, the other provisions of these general terms and conditions will remain in full force and PROCON and Client shall consult in order to provide new provisions for replace the void or annulled provisions for replace the void or annulled provisions, taking into account as far as possible the purpose and scope of the void or annulled provision.
- 1.4 All offers are without obligation, unless explicitly stated otherwise in the offer in writing. The same applies to the content of the information provided at or in connection with the offer. Unless expressly otherwise indicated by PROCON Staffing, the offer is valid for 30 days, after which the offer is irrevocably void and no longer can be invoked. PROCON Staffing is always entitled to withdraw a given offer.
- 1.5 The agreement is concluded by written confirmation of PROCON Staffing of the acceptance of an offer or offer by the Client. For the extent of obligations of PROCON Staffing, the order confirmation is binding. The agreement shall also be deemed to have been established if at the request of the Client, PROCON Staffing commences the execution of the services
- 1.6 All offers, appointments, commitments, etc. Whether or not done by or made with personnel are only valid in so far as the have been confirmed in writing by authorized persons of PROCON Staffing. On the contractor's behalf, the obligations to check whether the offers, appointments, commitments, etc. made by PROCON Staffing have been carried out by authorized persons of PROCON Staffing



## 2. PRICE AND PAYMENT

- 2.1 All prices are excluding sales tax (VAT) and other government levies. Unless otherwise expressly agreed in writing, charges shall be made excluding travel and accommodation costs, installation costs, assembly costs and other costs related to the performance to be delivered. Reported rates apply to normal working days; including: Monday to Friday between 08:00 -17:00 pm. Generally recognised holidays are not covered by normal working days
- 2.2 In the case of an agreement in respect of which the customer is subject to periodic payment, PROCON Staffing shall be entitled, in accordance with a three- month notice period, to use written notification of the applicable prices and rates to adjust.
- 2.3 Cost-determining factors such as currency rates or import duties may change, in which case PROCON Staffing is entitled to adjust its prices accordingly. PROCON Staffing is in all cases entitled to adjust the agreed prices and tariffs by means of a written notification to the Client for services or other benefits which, according the relevant planning or according to the agreement shall be delivered at a time that is at least three months after the date of such notification.
- 2.4 If the Client does not wish to agree to an adjustment of prices and tariffs as provided for in article 2.2 or 2.3 by PROCON Staffing, the Client shall be entitled, within seven working days of the notification referred to in those articles, to Agreement in writing against the date mentioned in the notification of PROCON Staffing to which the price of tariff adjustment would enter into force or to cancel the agreement.
- 2.5 All invoices will be paid by the Client in accordance with the payment terms stated on the invoice. In the absence of specific conditions, the Client will pay within thirty days of the invoice date, without any discount or settlement
- 2.6 PROCON Staffing is entitled at any time to require the Client to secure. PROCON Staffing is also entitled, before executing any agreement, to require the payment of the Client. In both cases, PROCON Staffing is entitled to suspend its work (in the broadest sense of the word) until its request has been fully complied with.
- 2.7 If the Client does not pay the amounts due within the agreed time limit, the Client, without any notice of defaults, shall on the outstanding amount per month or part thereof, PROCON Staffing the statutory interest shall be payable by 2 percentage points. If the Client remains negligent after a notice of default, the claim can be handed over, in which case the Client is in addition to the total amount due (consisting of invoice claim including expired interests) will also be held for full reimbursement of extrajudicial and judicial (collection) costs, the height of which is determined at a minimum of 15% of the total amount, with a maximum of € 500,- 2.8 Any advertisements of the Client shall not suspend the payment obligations of the Client.

## 3. DELIVERY DATES

- 3.1 All (delivery) deadlines mentioned by PROCON Staffing have been determined to the best of the data which were known to PROCON Staffing when entering into the agreement and will be respected as far as possible. The single overrun of a specified (delivery) term does not bring PROCON Staffing into default. Deadlines are therefore never fatal. PROCON Staffing is not bound by (delivery) deadlines which cannot be met due to circumstances beyond its control which occurred after the contract was entered into the agreement.



## 4. FORCE MAJEURE

- 4.1 No party shall be obliged to fulfil any obligation if he is prevented from doing so as a result of force majeure. Force majeure shall also include a non-attributable shortcoming of subcontractors of PROCON Staffing.
- 4.2 If the overpower situation has lasted more than ninety days, the parties have the right to terminate the agreement by written dissolution. What has already been done as a result of the agreement will then be settled in proportion, without the parties being liable for anything.

## 5. COOPERATION BY THE CLIENT

- 5.1 The Client will PROCON Staffing always provide useful and necessary information or information for the proper execution of the agreement and provide all cooperation.
- 5.2 The Client is responsible for the use and application in its organization of the services to be provided by PROCON Staffing, as well as for the control and security procedures and an adequate system management
- 5.3 Indien is overeengekomen dat Opdrachtgever programmatuur, materialen of gegevens op informatiedragers ter beschikking zal stellen, zullen deze voldoen aan de voor het uitvoeren van de werkzaamheden noodzakelijke specificaties. If it is an agreement that the Client will make software, materials or data available on information carriers, the shall comply with specifications necessary for carrying out the work.
- 5.4 If the information necessary for the implementation of the agreement does not PROCON Staffing, not timely or not in accordance with the agreements, or if the Client does not fulfil its obligations in any other way, PROCON Staffing has the right to suspend the performance of the contract and shall have the right to charge the costs incurred in accordance with its usual tariffs. If PROCON Staffing the Client has set a time limit for obtaining the data referred to in the first sentence of this article and the Client does not comply with the time limit, PROCON Staffing is entitled to end terminate the agreement with direct effect. In that case, the Client owes the work actually performed by PROCON Staffing and costs incurred to PROCON Staffing, with a minimum of 25% of the value of the contract.
- 5.5 In the event that employees of PROCON Staffing work at the Client's location, the Client shall, free of charge, for the facilities reasonably desired by those employees, such as where applicable to a working area with telecommunications facilities etc. The Client shall indemnify PROCON Staffing for claims by third parties, including employees of PROCON Staffing, who in connection with the execution of the contract, suffer damage resulting for the act or omission of the Client or of unsafe situations in its organisation. The Client will ensure that the location or workspace in which the employees of PROCON Staffing work complies with statutory health and safety requirements, as for example laid down in the ARBO legislation.

## 6. DURATION AND TERMINATION AGREEMENT

- 6.1 If the agreement relates to the periodic or otherwise regular provision of services, the Agreement shall be entered into for the duration agreed between the parties, in the absence of which a period of one year applies. The duration of the agreement is whenever tacitly extended for the duration of the original period, unless the Client or PROCON Staffing terminates the agreement in writing, taking into account a notice period of three months before the end of the periods.



- 6.2 Each party shall have the power to dissolve the agreement only if, following a sound and as detailed as possible, written notice of default in which a reasonable period is set for the purification of the shortcoming, attributable deficit in the fulfilment of essential obligations under the Agreement
- 6.3 If an agreement which, in its nature and content, did not terminate by fulfillment, has entered into a indefinite period, it may be terminated by written notice by each of the parties after good business consultation and stating reasons. If no explicit notice period has been agreed between the parties, a reasonable time-limit of at least three months must be observed at the termination. Parties shall never be liable for any compensation for termination.
- 6.4 PROCON Staffing may terminate all or part of the agreement without notice and without judicial intervention by written notice with immediate effect, or if the Client is temporarily, moratorium of Payment is granted if the Client is requested for bankruptcy or if his company is liquidated or terminated other than for the purpose of reconstructing or merging companies. PROCON Staffing will never be liable for any damages due to this termination or dissolution
- 6.5 If, at the time of the dissolution referred to in Article 6.2, the Client has already received services or other performance in implementation of the agreement, such services or other benefits and the related payment obligation shall No object of undoing, unless PROCON Staffing is in default with respect to those services or other performance. Amounts invoiced by PROCON Staffing for the dissolution in connection with what he has already carried out or delivered for the execution of the contract shall remain without prejudice to the provisions of the preceding sentence and shall be payable on the Moment of dissolution immediately due.



## 7. CONFIDENTIAL INFORMATION AND NON-TAKEOVER CLAUSE

- 7.1 All intellectual or industrial property rights to all Software, equipment, course material or other materials developed or made available under the agreement such as analyses, designs, documentation, reports, offers as well as preparatory material thereof, belong exclusively to PROCON Staffing or its licensors. PROCON Staffing retains intellectual property rights with regard to all information it provides. Client only obtains the user rights and authorisations explicitly granted by these terms and conditions or through other explicit means and for the rest he will not reproduce or copy the Software or other materials.
- 7.2 Client is aware that the Software, equipment and other materials made available contain confidential information and trade secrets of PROCON Staffing or its licensors. Client undertakes, notwithstanding the provisions in article 8, to keep this Software, equipment and materials confidential, not to disclose it to third parties or allow it to be used and only to use it for the purpose for which it was made available. Third parties shall also include all persons working in the Customer's organisation who do not necessarily need to use the Software, hardware and/or other materials.
- 7.3 The Client shall not be permitted to remove or modify any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights from the Software, hardware or materials, or otherwise to remove or modify Goods and other performances made available, including any designation concerning the confidential nature and confidentiality of the Software.
- 7.4 PROCON Staffing is permitted to take technical measures to protect the Software. If PROCON Staffing has secured the Software by means of technical protection, Client is not permitted to remove or evade this protection. If the security measures result in the Client being unable to make a backup copy of the Software, PROCON Staffing will make a backup copy of the Software available to the Client at the Client's request.
- 7.5 Unless PROCON Staffing makes a back-up copy of the Software available to the Client, the Client has the right to keep a backup copy of the Software, which should also be understood to mean making one. In these General Terms and Conditions, back-up copy means: a material object on which the Software is recorded, solely for the purpose of replacing the original Software copy in the event of involuntary loss of possession or damage. The backup copy must be an identical copy and always carry the same labels and indications as the original copy.
- 7.6 If the Client develops software or a third party develops software for him or if the Client intends to do so and in connection with the interoperability of the software to be developed and the software made available to him by PROCON Staffing and he needs information to achieve this interoperability, the Client will request the required information in writing and in detail from PROCON Staffing. PROCON Staffing will then inform within a reasonable term whether the Client can get access to the requested information and on what conditions, including financial conditions and conditions regarding any third parties to be engaged by the Client. In these general terms and conditions interoperability means: the ability of Software to exchange information with other components of a computer system and/or Software and to communicate by means of this information.
- 7.7 With due observance of the other stipulations in these terms and conditions, the Client has the right to correct errors in the Software made available to him if this is necessary for the intended use ensuing from the nature of the Software, but not before PROCON Staffing has been given the opportunity to repair the errors in question (or have them repaired), unless - given the circumstances - this cannot be waited for. Where these general terms and conditions refer to rights or obligations concerning errors, errors are understood to mean failure to comply with the functional specifications made known in writing by PROCON Staffing and, in the case of developing custom software, with the explicitly agreed functional specifications. An error only exists if it can be demonstrated and reproduced. The Client is obliged to report errors to PROCON Staffing immediately.



- 7.8 PROCON Staffing will indemnify the Client against any legal claim based on the allegation that software, equipment or materials developed by PROCON Staffing itself infringe an intellectual or industrial property right applicable in the Netherlands, under the condition that the Client will inform PROCON Staffing immediately in writing about the existence and content of the legal claim and leave the handling of the case, including making any settlements, entirely to PROCON Staffing. To this end the Client will provide the necessary powers of attorney, information and cooperation to PROCON Staffing to defend itself, if necessary in the Client's name, against these legal claims. This obligation to indemnify will lapse if and insofar as the infringement in question is related to changes made by the Client in the Software, equipment, or materials or caused to be made by third parties.
- 7.9 If it is irrevocably established in law that the Software, equipment or materials developed by PROCON Staffing itself infringe any intellectual or industrial property right belonging to a third party or if in PROCON Staffing's opinion there is a good chance such an infringement will occur, PROCON Staffing will take back the delivered against crediting of the acquisition costs minus a reasonable user fee, or see to it that the Client can continue to use the delivered, or functionally equivalent other Software, equipment or materials, undisturbed. Any other or further-reaching liability or indemnification obligation of PROCON Staffing due to violation of intellectual or industrial property rights of third parties is excluded, including liability and indemnification obligations of PROCON Staffing for infringements caused by the use of the delivered equipment, Software and/or materials in a form not modified by PROCON Staffing, in connection with Goods or Software not delivered or provided by PROCON Staffing or in a way other than that for which the equipment, Software and/or materials were developed or intended.
- 7.10 Client guarantees that no third party rights oppose the provision to PROCON Staffing of equipment, Software or materials for the purpose of use or processing and the Client will indemnify PROCON Staffing against any action based on the allegation that such provision, use or processing infringes any third party right.
- 7.11 If PROCON Staffing delivered a performance according to designs, drawings or other instructions or information provided by or on behalf of the Client, the Client guarantees that no intellectual property rights of third parties are affected thereby. The Client indemnifies PROCON Staffing for claims of third parties in this regard.



## 8. VERTROUWELIJKE INFORMATIE EN NIET-OVERNAME BEDING

- 8.1 Each of the parties states that all prior to and after entering into the agreement of the other party shall be kept confidential. Information shall in any event be considered confidential if it is indicated by one of the parties as such. Confidential information does not mean information that is publicly known at the time of disclosure or later becomes known through no fault of the receiving party.
- 8.2 If the Client infringes the provisions relating to confidential information (also laid down in article 7), the Client shall owe to PROCON Staffing a penalty which is immediately payable and not for moderation of €10,000,- per Infringement, without prejudice to the right of PROCON Staffing to recover in addition its actual suffered and suffered damage on the Client.
- 8.3 Each of the Parties shall, during the term of the agreement, and one year after termination thereof, engage only employees of the other party who have been involved in the performance of the agreement, or otherwise, directly or indirectly, After the other party has given written permission to do so. Permission as aforementioned shall not be withheld on other than reasonable grounds.
- 8.4 If the Client violates the provisions of the preceding paragraph of this article and, after having been subject to a recovery period of 5 days, refuses to cooperate in the undoing of this infringement, he shall forfeit a direct payable penalty of €5,000, -Per (part of a) day that the offense persists, including the aforementioned 5-day term.

## 9. RETENTION OF TITLE

- 9.1 All Goods delivered to the Client and any rights to be granted or transferred remain the property of PROCON Staffing until all amounts owed by the Client for the Goods delivered or to be delivered or Services performed or to be performed under the Agreement and/or other agreements, as well as the amounts referred to in article 2.6, including interest and costs of collection, have been paid in full to PROCON Staffing.
- 9.2 Before ownership is transferred as referred to above, the Client shall not be entitled to deposit, alienate or encumber the aforementioned Goods delivered to the Client and any rights to be granted or transferred, or to dispose of them in any other way for the benefit of third parties.
- 9.3 Rights are always granted or, as the case may be, transferred to the Client under the condition that the Client pays the agreed fees in time and in full.
- 9.4 PROCON Staffing is deemed to be irrevocably authorised by the Client to take back the Goods delivered by PROCON Staffing in case of attributable failure (non-performance), in particular non-payment, of the Client without any notice of default or judicial intervention.

## 10. RISK

- 10.1 Client is responsible and liable for the use, security and correct application in its organization of the services provided by PROCON Staffing and other performance as well as for damage to and loss of to its own and to client Documents and data entrusted.



## 11. LIABILITY OF PROCON STAFFING; INDEMNIFICATION

- 11.1 PROCON Staffing accepts legal obligations for damages insofar as it appears in this article
- 11.2 Total liability of PROCON Staffing because of an attributable shortcoming in the performance of the contract is limited to compensation of direct damages up to the amount of the price stipulated for that agreement (excl. VAT). If the agreement is essentially an expensive contract with a maturity of more than one year, the stipulated price shall be set at the total of the fees (excl. VAT) stipulated for one year. In no event shall the total compensation for direct damage exceed the amount or amounts which the liability insurer of PROCON Staffing will return. Direct damage shall be understood to mean only:
- a) The reasonable costs that the Client should make in order to allow the performance of PROCON Staffing to respond to the agreement. However, this damage shall not be reimbursed if the Client has dissolved the contract;
  - b) The costs incurred by the Client for the need for longer operation of his old system or systems and related facilities because PROCON Staffing has not delivered on a mandatory delivery date, minus Any savings resulting from delayed delivery;
  - c) Costs incurred to determine the cause and extent of the damage, provided that the determination relates to direct damage within the meaning of these conditions;
  - d) Costs incurred to prevent or reduce damage, provided that the Client demonstrates that these costs have led to a limitation of direct damage within the meaning of these conditions
- 11.3 Liability of PROCON Staffing for indirect damages, including consequential damages, lost profits, missed savings and damage caused by company stagnation, is always excluded.
- 11.4 Outside the cases mentioned in this article, PROCON Staffing shall not be liable for damages, irrespective of the grounds on which an action for compensation would be based.
- 11.5 The liability of PROCON Staffing due to attributable shortcoming in the performance of an agreement arises only if the Client fails to PROCON Staffing promptly and properly in writing, claiming a reasonable time to Purification of the shortcoming, and PROCON Staffing even after that term attributable in the fulfilment of its obligations remains inadequate. The notice of default must contain as detailed a description as possible of the shortcoming, so that PROCON Staffing is able to respond adequately
- 11.6 Condition for the emergence of any right to compensation is always that the Client reports the damage as soon as possible after the occurrence thereof in writing to PROCON Staffing.
- 11.7 If PROCON Staffing makes use of products/materials/modest/designs supplied by the Client, or by third parties proposed by the Client, liability will always be Excluded if the damage (partly) is the result of the use or the act/omission of these third parties.
- 11.8 Notwithstanding the statutory limitation periods, the limitation period of all claims and exclusions against PROCON Staffing and against the third parties involved in the implementation of the agreement shall be one year.



## 12. SECURITY AND PRIVACY

- 12.1 The Client shall ensure that all legal requirements relating to the data to be processed, including in particular the requirements of or pursuant to the Personal Registrations Act, are strictly observed and will be made and that All the required notifications have been made. The Client shall provide PROCON Staffing with any information requested without delay in writing. PROCON Staffing will ensure adequate security of personal registration for a state of the art.
- 12.2 The Client shall hold PROCON Staffing for any claims by third parties that may be instituted against PROCON Staffing for breach of the Personal Data Protection Act and/or statutory retention periods.

## 13. MODIFICATION AND ADDITIONAL

- 13.1 If, on request or with the prior agreement of the Client, PROCON Staffing has carried out any work or other performance other than the content or scope of the agreed services (' the contract '), such work or performance shall be Client to PROCON Staffing are reimbursed according to the usual rates of PROCON Staffing. However, PROCON Staffing is not obliged to comply with such a request and may require that a separate written agreement be concluded for that purpose.
- 13.2 The Client accepts that by work or performance as referred to in article 11.1, the agreed or expected time of completion of the services, and the mutual responsibilities of the Client and PROCON Staffing, may be affected.
- 13.3 Insofar as a fixed price has been agreed for the Services and parties intend to enter into a separate Agreement with regard to additional work or performance, PROCON Staffing will inform the Client in writing in advance of the financial consequences of that additional work or performance.
- If and to the extent that the Client requests temporary suspension or relocation of project activities, in deviation from the Agreement, the Client shall submit this request to PROCON Staffing as soon as possible. PROCON Staffing reserves the right not to agree to the requested suspension or relocation and to charge the Client for the relevant employee's scheduled hours on the relevant project activities during this period. Requests for changes within two weeks will in principle not be considered.



## 14. EDUCATION, COURSES AND TRAINING

- 14.1 The provisions of these general terms and conditions shall also apply to courses to be given by and/or because of PROCON Staffing in so far as this article does not deviate from it.
- 14.2 The price for participation in a course provided by PROCON Staffing includes a trainer and the course material provided.
- 14.3 Courses are organised at the offices of PROCON Staffing, unless otherwise agreed in writing. If courses are organised outside the office of PROCON Staffing, the costs of transport, room rental, overnight stays and the like will be passed on to the Client. If the course will be given on location to the Client, the Client is responsible for the correct furnishing of this location. PROCON Staffing can assist with the availability of hard- and software.
- 14.4 A course organized at the request of the Client is open only to the employees of the Client unless the parties have agreed otherwise in writing.
- 14.5 If the Client cancels all or part of the course within 45 working days before commencement of a course, the Client is obliged to compensate all costs, damages and interests of PROCON Staffing.
- 14.6 If within 45 working days before the commencement of a course the Client requests the transfer of the course, it will still be held on a date to be determined within 12 months from the date of the conclusion of the contract. However, in the aforesaid case, the Client shall owe the costs of the originally planned course, which PROCON Staffing has already made or will have to make, fully. In addition, the Client is obliged to pay the full price for the course specified.
- 14.7 Of the course material provided by PROCON Staffing, all rights (including copyrights) to PROCON Staffing, its licensors or suppliers remain reserved. Without the prior written consent of the right holder (s), nothing can be reproduced from the material or made public in any other way.

## 15. GENERAL

- 15.1 The article heads of these general terms and conditions serve only to promote readability and have no meaning in determining the content and scope of the terms.
- 15.2 These general terms and conditions are originally drawn up in the Dutch language. In case of an interpretation dispute in a translated version of these terms, the Dutch version is authentic and decisive.



## 16. APPLICABLE LAW AND LITIGATION

- 16.1 All negotiations, offers, arrangements for concluding agreements and the content and consequent execution of those agreements between PROCON Staffing and client are governed by Dutch law.
- 16.2 In the event of nullity of one or more provisions of a legal relationship existing between the parties, the Parties shall be bound by rules of as much as possible corresponding to invalidity.
- 16.3 All disputes - including those that are only considered as such by one of the parties - that may arise between PROCON Staffing and the Client as a result of negotiations, offers, the way agreements are made, the contents and the resulting execution of these agreements or as a result of further agreements that may be the result thereof, will be settled by the competent court in Rotterdam, but not before the procedure has been followed in accordance with the regulations of the Stichting Geschillenoplossing Automatisering for ICT-mediation in The Hague (without using the binding advice option), without prejudice to the right of parties to request a provision for summary proceedings.

### II) SPECIFICALLY WITH RESPECT TO SERVICES

## 17. IMPLEMENTATION OF SERVICES

- 17.1 PROCON Staffing will be able to endeavor to perform the services with care, where appropriate in accordance with the agreements and procedures agreed with the Client.
- 17.2 If it has been agreed that the services will take place in phases, PROCON Staffing is entitled to postpone the commencement of the services which belong to a further stage until the Client has written the results of the preceding phase Approved.
- 17.3 Only if expressly agreed in writing has PROCON Staffing been obliged to follow the instructions of the Client in the execution of the services in good time and responsibly. PROCON Staffing is not obliged to follow any instructions that modify or supplement the content or scope of the agreed services; However, if such instructions are followed, the relevant work will be reimbursed in accordance with article 11
- 17.4 If the agreement has entered into services for the purpose of execution by a particular person, PROCON Staffing will always be entitled to replace that person with one or more other persons with the same qualifications
- 17.5 Where PROCON Staffing has requested security in accordance with article 2.6 of these general terms and conditions and/or where the Client fails to meet its obligations, PROCON Staffing is entitled to suspend its Services and/or Engagement until the Client has provided security and/or met its obligations.



## 18. EXECUTION OF THE AGREEMENT

- 18.1 PROCON Staffing determines the way in which and by which employee or employees the assignment should be carried out. PROCON Staffing informs the Client before, during and after the assignment about the way in which the execution of the assignment has been and will be given shape. Where possible PROCON Staffing will comply with timely and responsible instructions given by the Client regarding the execution of the assignment, unless in the reasonable opinion of PROCON Staffing this cannot be expected of it.
- 18.2 If the agreement includes which PROCON Staffing employee(s) will carry out the assignment, PROCON Staffing will endeavour to ensure that this/these employee(s) is/are available for this purpose during the term of the assignment. PROCON Staffing will make its employee(s) available either on location or elsewhere. The Client is aware that an employee of PROCON Staffing will never be deployed for the Client on an exclusive basis. PROCON Staffing reserves the right to replace an employee for another employee with similar qualifications.
- 18.3 Without PROCON Staffing's written consent, the Client is not allowed to deploy PROCON Staffing employees for any work other than that agreed with PROCON Staffing.
- 18.4 In executing the Engagement, PROCON Staffing shall take into account to the best of its ability the requirements and conditions set for the Client. Deviations from these requirements and conditions only take place in consultation with the Client.
- 18.5 PROCON Staffing guarantees proper execution of the Engagement. However, PROCON Staffing is not responsible for information and data provided by the Client.
- 18.6 The choice of the person or persons performing the work for PROCON Staffing is made in close consultation with the Client.
- 18.7 For the rest, PROCON Staffing is not liable for Employees who turn out not to meet the requirements set by the Client, unless the Client proves the gross negligence of PROCON Staffing in the selection, in which case PROCON Staffing's liability is limited to the Fee charged to the Client in connection with the Employee in question. Any complaint in this respect must be submitted by the Client to PROCON Staffing within one month after the start of work by the Employee in question with the Client; complaints received after that time are inadmissible, the Client in any case bearing the full risk, if he causes the Employee in question to continue working.

## 19. WORKING TIME AND -TIMES

- 19.1 Employees ' working hours with the Client are agreed in advance between the Client and PROCON Staffing. The Client is free only with the prior permission of PROCON Staffing to agree on different working hours and/or a shorter working time with an employee. The Client is in favor of PROCON Staffing that the working time and working hours of these workers comply with the statutory and other requirements imposed by the Government.
- 19.2 PROCON Staffing can never be held liable by the Client in connection with the working time and/or working hours of employees insofar as they are not agreed in writing with PROCON Staffing.
- 19.3 The time and duration of the holiday of an employee shall be determined by mutual agreement between the client, PROCON Staffing and the employee.



## 20. LEGAL RELATION

20.1 The employee is at all times under the authority of PROCON Staffing. It is therefore expressly not a question of posting to the Client.

## 21. FEE

- 21.1 The fee is calculated by the amount of work agreed upon under the contract. PROCON Staffing charges in principle in sessions (up to 4 hours) or whole working days (up to 8 hours).
- 21.2 The Client shall pay the fee for the full agreed work size and, if necessary, more hours worked, unless and insofar as the employee has not worked for a reason in the risk atmosphere of the employee or of PROCON Staffing ( including sickness and incapacity for work of the worker).
- 21.3 Overtime is classified as such, if applicable to the contract, in accordance with the applicable terms of employment at PROCON Staffing. The following storages at the rate per unit of time apply:
- (a) *Monday through Friday : +25%*
  - (b) *Saturday : +50%*
  - (c) *Sunday: +100%*
- 21.4 If agreed, travel hours of the employee may also be included in the fee. If the contract entails that certain activities are carried out abroad, the applicable fee is agreed beforehand and confirmed in writing.

## 22. RATE CHANGE

- 22.1 If the work of an employee deviates or changes in the case of the originally agreed work, so that they justify a higher remuneration, the PROCON Staffing is free to pay the employee accordingly adjust.
- 22.2 Any increase in the wage costs of an employee entitles PROCON Staffing to increase the rate payable by the Client as from the time of that increase accordingly
- 22.3 If the Client does not wish to agree to an adjustment of tariffs as provided for in this article by PROCON Staffing, the Client shall be entitled within seven working days of the notification of the rate increase to the agreement To denounce in writing the date mentioned in the notification of PROCON Staffing to which the tariff adjustment would enter into force or to cancel the agreement.



## 23. HOURS OF ACCOUNTABILITY

- 23.1 The invoices of PROCON Staffing are issued on the basis of the hours of accountability drawn up by the Client for agreement, also called declarations, which the Client attaches. The Client is obliged to ensure that the hours of accountability indicate the correct number of hours worked, overtime and other surcharge hours, that the columns that are not applicable will be deleted and that the actual expenses incurred to Truth have been filled.
- 23.2 In the case of a difference between the hours provided by the employee at PROCON Staffing and the statement retained by the Client, the hours provided for in PROCON Staffing shall be accountable for the fee, which will be included in the invoice, if full proof, except against proof by the Client that the copy retained by him is correct.
- 23.3 If the Client refuses to sign the employee's hours for agreement and/or does not, within 14 days after the work in question, provide himself with PROCON Staffing-in his view correctly completed-hours accountable, PROCON Staffing has The right to determine the number of hours worked by the worker in accordance with the employee's declaration or, in the absence of such a declaration, to be determined by the agreed scope of employment.

## 24. CONFIDENTIALITY

- 24.1 PROCON Staffing is obliged to the principal to ensure that, in writing, the worker is obligated to secrecy with respect to PROCON Staffing in respect of all his/her professional activities and of which he can reasonably and should presume that PROCON Staffing and/or the principal may cause damage.
- 24.2 Het staat de Opdrachtgever vrij om een aparte geheimhoudingsverklaring van de Werknemer te verlangen.

## 25. DURATION AND TERMINATION OF THE CONTRACT

- 25.1 The duration of the assignment is agreed as much as possible in the form of a calendar term. In the light of the nature of the contract and/or the work to be carried out, the duration of the contract shall be conditional upon the occurrence of a certain future event or the termination of a particular project and as such in advance Agreed and written. The time at which the contract is to be agreed shall be objectively determinable and, if necessary, supplemented by an external date on which the contract ends
- 25.2 The contract shall be valid for the duration agreed upon during the completion of the contract and confirmed by PROCON Staffing to the Client. The contract may be terminated for the first four weeks without regard to any term, unless an employee has previously worked for the Client (via PROCON Staffing or in the service of the principal himself). After four weeks, the contract may be terminated only by the Client under payment of the agreed rate per unit of time for the remaining original duration of the contract, unless and insofar as PROCON Staffing the employee For this remaining duration of the employment contract for equal work and at an equal rate per unit of time on another assignment, or the employment contract between PROCON Staffing and the employee may end in the interim.



- 25.3 If, in accordance with paragraph 1 of this article, the duration of the contract is made conditional on a certain future event or of the termination of a particular project, the principal shall be obliged, as soon as he is known, when this event will or when the exact project ends, PROCON Staffing immediately but at the latest 2 weeks in advance in writing serving. In the absence of such timely serving, the Client shall be liable for any damage caused by PROCON Staffing which is the direct or indirect consequence thereof.
- 25.4 The determination of the serving period upon termination of a contract, the date of the postmark of the written serving went to PROCON Staffing as the day of the serving went by the Client towards PROCON Staffing.
- 25.5 Without PROCON Staffing's consent, the Client is not allowed to have the Employee perform any work other than the work agreed upon in the assignment, in particular if this other work may affect the duration of the Assignment.
- 25.6 In all cases of termination of a contract with respect to PROCON Staffing, the Client also make simultaneous announcement of the end of the contract to the employee.
- 25.7 Notwithstanding the provisions of the preceding paragraphs, PROCON Staffing will never be liable for any termination, necessary by or on the basis of a government prescription, even if this applies only to PROCON Staffing, or for termination by the Employee of the work for the benefit of the principal, even if this is done without respect of any term, but PROCON Staffing will use reasonable care that the principal is informed as timely as possible and that If desired, in consultation with the Client, another employee of PROCON Staffing will continue the work. As regards this other worker, a new contract is to be applied, to which this article applies separately.

## 26. LIABILITY

- 26.1 PROCON Staffing bears no liability for damages and losses incurred by employees of PROCON Staffing may be caused to third parties or to the principal himself
- 26.2 Nor is PROCON Staffing liable for any commitments entered into by the employee of PROCON Staffing who bind the Client or who have otherwise arisen for such employees during the work of the Client and WHO Client or his staff or other third parties.
- 26.3 The Client shall be liable and PROCON Staffing harmless in respect of any claims made by employees to compensate for the damage suffered by a worker belonging to that employee and who, in the course of the work entrusted to him, Case is damaged.
- 26.4 If and insofar as the work of the employee is carried out under the guidance and/or supervision of PROCON Staffing, PROCON Staffing is obliged to (do) free of charge the deficiencies attributable to PROCON Staffing or to the employee in the execution of work. Restore.
- 26.5 Any liability of PROCON Staffing for damages of the Client is limited to direct damage and further up to the fee charged to the Client in connection with the contract in question.
- 26.6 All liability of PROCON Staffing expires in any case by the expiration of six months after the contract has ended.