



# GENERAL HIRING TERMS AND CONDITIONS

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## DEFINITIONS

### Article 1. Definitions

<b>Quotation:</b>	The proposal and/or offer of the Agency in response to a Request for the provision of Services.
<b>Request:</b>	The request from EQUANS to the Agency to issue a suitable Quotation for the provision of Services.
<b>GDPR:</b>	The General Data Protection Regulation and related laws and regulations.
<b>DCC:</b>	The Dutch Civil Code.
<b>CLA:</b>	A collective labour agreement.
<b>CLA allowance:</b>	The allowance for Agency Workers for overtime, shift work, altered working hours, stand-by duty and/or working under occasional extra demanding conditions and/or other allowances, if explicitly notified by EQUANS, such as those included in the EQUANS working conditions regulations.
<b>Services/Service Provision:</b>	The provision of Agency Workers by the Agency to EQUANS on the basis of an Order and the related services, as described in the Order. Mediation for or provision of self-employed persons is explicitly excluded.
<b>EQUANS:</b>	The public limited liability company EQUANS Nederland N.V. (trading under the name EQUANS) and/or a Group Company and/or other affiliated parties, or the legal entity that places an Order with the Agency or that contracts a Framework Agreement with the Agency.
<b>Group company</b>	All legal entities and companies forming part of or affiliated to the EQUANS group, as referred to in Article 2:24b DCC.
<b>Agency Worker:</b>	A natural person in the employ of the Agency, who is made available to EQUANS pursuant to an Order placed with the Agency by EQUANS for the performance of work under the management and supervision of EQUANS or its Clients.
<b>Hiring:</b>	The Service in which an Agency Worker recruited and selected by an Agency is made available to EQUANS on the basis of an employment contract with the Agency to perform work under the management and supervision of EQUANS or its Clients.
<b>Client:</b>	A client of EQUANS.
<b>Payroll taxes:</b>	The wage tax, social insurance contributions, employee insurance contributions and income-independent contributions to the Dutch Healthcare Insurance Act (' <i>Zorgverzekeringswet</i> ', ZVW) combined.
<b>Wage Ratio Rule:</b>	The provision of Article 8 of the WAADI that the employee (the Agency Worker/Temporary Employee) is entitled to the same salary and allowances that the hiring company pays its own employees in the same or equivalent jobs.
<b>Order:</b>	The written contract between the Parties, on the basis of which the Agency makes one or more Agency Workers available to EQUANS pursuant to the Conditions and where applicable, a Framework Agreement for a fixed term, and in which the specific conditions for the placement (such as the name of the Agency Worker, the rate, position and term) are recorded.
<b>Training:</b>	A structured activity aimed at the Agency Worker acquiring, maintaining, broadening or deepening knowledge and/or skills.



<b>Contract:</b>	The set of conditions in the Conditions, the Order and (if present) the Framework Agreement
<b>Force majeure:</b>	An occurrence that is not attributable to the relevant Party and for which it does not bear the risk, as referred to in Article 6:75 DCC, including but not limited to natural disasters, insurgency, acts of war, fire, pandemics and explosions. Force majeure does not include the following occurrences: strikes or shortages of Personnel at the Agency or at third parties deployed by the Agency, default by third parties employed by the Agency and the inability of the Agency to comply with financial obligations to Agency Workers or third parties.
<b>Parties:</b>	EQUANS and the Agency, jointly.
<b>Agency Personnel:</b>	The personnel or assistants to be deployed by the Agency for the provision of the Services who are employed under the responsibility of the Agency, not being Agency Workers.
<b>Framework Agreement:</b>	An agreement between EQUANS and a Preferred Supplier, in which further agreements are reached on the conditions under which the Service is provided and to which the Conditions apply in full, unless and in as far as deviations from this are agreed in writing.
<b>SNF</b>	Stichting Normering Flexwonen
<b>Agency:</b>	The natural person or legal entity that provides the Service to EQUANS in accordance with the Order placed.
<b>Temporary Employee:</b>	An Agency Worker of an Agency that is subject to the CLA of the General Association of Employment Agencies (ABU), the Collective Agreement for Temporary Workers of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) or the CLA for the Technical Installation Industry, or an Agency that would be subject to the ABU CLA if this were declared generally binding.
<b>Rate:</b>	The daily or hourly fee for which the Agency Worker is made available to EQUANS, as agreed in the Order and/or Framework Agreement.
<b>Fee:</b>	The full reimbursement for the Service, including the Rate, Allowances, expenses and other reimbursements, as agreed in the Order and/or Framework Agreement.
<b>Confidential information</b>	All data and/or information relating to the business operations and activities of EQUANS, systems, designs, employees, prospects and Clients, know-how and business secrets of EQUANS made available to the Agency or Agency Worker as part of the execution of the Contract, and information made available by third parties on a confidential basis and all other information that a reasonable person will know or could reasonably be expected to know is confidential.
<b>Conditions:</b>	These General Hiring Terms and Conditions. Abbreviated: AVI: General Hiring Terms and Conditions
<b>Preferred supplier:</b>	An Agency with which EQUANS has contracted a Framework Agreement.
<b>WAADI:</b>	The Placement of Personnel by Intermediaries Act and the related laws and regulations.
<b>WagwEU:</b>	Terms of Employment Posted Workers in the European Union Act and the related laws and regulations.
<b>WAS:</b>	The Labour Market Fraud (Bogus Schemes) Act and the related laws and



regulations.

**WAV:** The Foreign Nationals Employment Act and related laws and regulations.

**WID:** The Dutch Compulsory Identification Act.

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

## PART I GENERAL PROVISIONS

### Article 2. Application and scope

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

### Article 3. Orders

- 3.1 An Order is realised in writing only after EQUANS has placed this with the Agency in a manner and format designated by EQUANS and this has been accepted by the Agency. An Order is deemed to have been accepted:
  - a. if the Agency has explicitly and unconditionally accepted the Purchase Order;
  - b. as soon as the Agency has started the execution of the Order; or
  - c. if the Agency does not explicitly reject the Order within three working days of its receipt.
- 3.2 The Order shall at least state the name of the EQUANS Legal Entity and the Hirer, the first name and surname of the Agency Worker, the job title, term, number of hours per week, the Hourly Rate and other remuneration, the working location, certificates and/or necessary professional qualifications.
- 3.3 The Order is contracted for a fixed term and expires by virtue of law after the end of the term for which it is contracted.



- 3.4 EQUANS has the right to change the nature and scope of the work to be performed by the Agency Workers of the Agency pursuant to an Order, within reason, but only following consultation of the Agency. EQUANS will draw up a new written Order in the event of any change to the Order.
- 3.5 If EQUANS notifies the Agency within a reasonable term prior to the end date of the Order that it wishes to renew the Order, the Order will be renewed in accordance with EQUANS' request.

#### Article 4. Dissolution, cancellation and suspension

- 4.1 The Parties may cancel the Order in writing, in observance of a notice period. A verbal cancellation must be confirmed in writing by the Party cancelling the Order. The following notice periods apply unless the Order derogates from these:
  - a. For Temporary Employees working in technical or other jobs (Temporary Employment Agencies II), the notice period is two (2) working days. The Agency shall make efforts to maintain a notice period of five (5) working days.
  - b. For Temporary Employees working in administrative jobs (Temporary Employment Agencies I), the notice period is ten (10) working days. If the Agency may apply a shorter notice period for the cancellation of the temporary employment contract with the Agency Worker pursuant to the applicable CLA, that term serves as the notice period for cancellation by EQUANS.
  - c. A notice period of one month applies for Agency Workers who are not subject to paragraphs a) or b).

The Agency shall avail itself of the right of cancellation only if the Agency Worker states that he or she no longer wishes to continue working at EQUANS. Agency Workers may not be withdrawn at the initiative of the Agency. If an Agency Worker cancels the contract during the first two (2) working days of his or her deployment at EQUANS at his or her own initiative or no longer shows up at the workplace, the Agency bears the full cost of the hours worked.

- 4.2 EQUANS may dissolve the Order, partially or in full, before the end date with immediate effect, without the intervention of a court and without liability to the Agency for compensation for damage, if:
  - a. an Agency Worker, according to reasonable justification, does not comply or no longer complies with the requirements, set by EQUANS in relation to skills, expertise or certificates required for the work; or
  - b. the Agency Worker does not comply with laws or regulations or the codes of conduct and safety regulations applying at EQUANS or at its Client;
  - c. the Agency Worker commits fraud and/or forgery;
  - d. the attitude and/or the behaviour of the Agency Worker is such that continuation of the Order can no longer reasonably be expected of EQUANS;
  - e. it is foreseeable that the Agency Worker will not be available for more than two (2) weeks due to illness or for reasons other than planned leave;
  - f. If EQUANS does not receive a full and correct A1 declaration, as described in Article 9.8, within a reasonable term set by EQUANS after the commencement of the Order.

If termination takes place on the grounds of this Article 4.2, no later than on the Agency Worker's second working day and with the exception of the provisions of paragraphs e and f, EQUANS will not reimburse the hours worked.

- 4.3 EQUANS has the right, without prejudice to the other rights accruing to it, including the right to compensation for damage, and with no obligation to pay the Agency any compensation for damage, to dissolve the Framework Agreement or the Order, partially or in full, with immediate effect, by means of written notification of the Agency, if:
  - a. the Agency attributably fails to comply with one or more of its obligations pursuant to this Framework Agreement or the Order and proper compliance is permanently impossible or the failure is not rectified, despite a written warning from EQUANS, within a reasonable term set in the warning;
  - b. gross negligence on the part of the Agency; or
  - c. third parties, not being group companies or subsidiaries (as referred to in Article 2:24b and Article 2:24a DCC respectively), acquire direct or indirect control over the activities or the business of the Agency and EQUANS cannot reasonably be expected to approve this; or



- d. the Agency has lawfully invoked force majeure and the situation of force majeure persists for more than 30 days or can reasonably be expected to exceed 30 days; or
  - e. the Agency or its Personnel make gifts or promises, or provide services to staff of EQUANS with the apparent intention of motivating them to take or omit action in contravention of their obligations; or
  - f. pursuant to the provisions of Article 8.7 or Article 9.9.
- 4.4 Without prejudice to the other provisions of the Contract, the Parties have the right to dissolve the Framework Agreement or Order(s) with immediate effect, without further notice of default or prior legal intervention, due to:
- a. an application for or granting of a (provisional) moratorium on payments or an insolvency declaration regarding one of the Parties;
  - b. discontinuation or liquidation of the business of one of the Parties;
  - c. garnishment of a significant part of the assets of the other Party;
- 4.5 In the event of Force Majeure, compliance by the Parties with obligations arising from these Conditions is suspended, partly or in full, for the duration of the Force Majeure, with no liability of the Parties to each other to pay compensation for damage in that regard. If the Agency invokes Force Majeure, it must notify EQUANS of this in a timely manner, submitting written documentary evidence of the Force Majeure.
- 4.6 EQUANS has the right to suspend full or partial compliance with its obligations to the Agency, including payments to the Agency, if the Agency seriously and/or repeatedly fails to comply with its own statutory or contractual obligations. EQUANS will notify the Agency of such suspension in writing, without delay, stating its reasons. The Agency has no right to invoke suspension.

#### Article 5. Consequences of cancellation or dissolution

- 5.1 In the event of cancellation or dissolution of the Order, EQUANS may deny the Agency Worker access to the working location with immediate effect.
- 5.2 On the expiration of the Framework Agreement or on the dissolution of the Framework Agreement or Order by EQUANS, the Agency shall provide full assistance, free of charge, to a careful and smooth transfer of the Services to EQUANS and/or to a succeeding agency. The Agency is required to reach agreements on this with EQUANS and the succeeding agency or agencies at EQUANS' earliest request.
- 5.3 If EQUANS cancels the Framework Agreement or on the termination of the Framework Agreement, the Hirer does not have the right to withdraw the Agency Workers already deployed at EQUANS and current Orders will remain in force unless the Parties agree otherwise.
- 5.4 If EQUANS dissolves the Framework Agreement or Order pursuant to Article 4.3 or 4.4 EQUANS has the right or may grant the right to third parties (including another agency) to make the Agency Worker an offer of employment and the Agency Worker has the right to accept this offer, without EQUANS or the Agency Worker owing any fee or penalty to the Agency. Furthermore, the Agency shall not impose any other restrictions on making use of this right.
- 5.5 Provisions of the Contract that, by their nature and purport, also remain in effect after the termination of the Framework Agreement and/or the Order retain their validity after the termination of the Framework Agreement and/or Order.

#### Article 6. Obligations and guarantees of the Agency

- 6.1 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, comply without exception with the obligations, requirements and guarantees recorded in the Contract.
- 6.2 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, comply without exception with the CLAs or terms of employment and/or the laws and regulations applicable to the Agency.
- 6.3 The Agency guarantees that the Services to be provided, by the Agency itself or on its behalf, will be performed in a professional manner and with care at all times and comply with the requirements that can reasonably be made for this in relation to normal business operations.



- 6.4 The Agency guarantees that it holds the required permits, certificates and registrations for full compliance with the obligations, requirements and guarantees recorded in the Contract, without exception.
- 6.5 The Agency guarantees that if it makes migrant labour available to EQUANS and organises accommodation for these foreign Agency Workers, that accommodation will comply with the SNF standards.
- 6.6 The Agency will refrain from making quotations or offers to the Client of EQUANS for work of the same nature as that of EQUANS, unless the Agency already performed such work for the Client within one year prior to the Contract, or such work represents a continuation of the work of EQUANS
- 6.7 In publications (press releases) or other advertising expressions, other than for expressions for the recruitment of Agency Workers directly related to the Service, the Agency shall not mention the Service to be provided or the Order and shall not use the name and/or the logo of EQUANS without the written consent of EQUANS. EQUANS has the right to withdraw the consent granted at any time, without further justification and with immediate effect.
- 6.8 The Agency undertakes to refrain from all actions that could harm the reputation of EQUANS in business transactions with third parties.
- 6.9 The Agency guarantees that it has not and will not offer, provide, or arrange to offer or provide any benefits to (personnel of) EQUANS for the purpose of winning Orders. Nor does the Agency do so in order to motivate personnel of EQUANS to perform or refrain from performing any act in relation to the Service Provision.

#### **Article 7. Transfer of rights and obligations and deployment of third parties**

- 7.1 Agency does not have the right to transfer the obligations and/or rights pursuant to the Contract to third parties or to outsource these (including cession and/or pledging of claims against EQUANS) without the prior written consent of EQUANS. EQUANS may attach additional conditions to such consent, which conditions must be followed by the Agency.
- 7.2 If consent is granted for the deployment of a third party pursuant to Article 7.1:
  - a. the Agency retains full responsibility and liability for the execution of the Framework Agreement and/or the Order by the third parties that it deploys for that purpose, including the obligations of the Agency or of the deployed third party pursuant to fiscal and social insurance legislation; and
  - b. the Agency guarantees that the third party deployed shall also comply with the conditions in the Contract applying for the Agency; and
  - c. the Agency is required to impose all relevant obligations in the Contract for the deployment of the third party on that third party, in full, and also to require that third party to impose such obligations, in full, on parties with which it contracts obligations in relation to the provision of the Services;
  - d. the Agency guarantees that the third party shall not deploy any third parties or subcontractors for the provision of the Services without the explicit additional written consent of EQUANS being recorded in the Order; and
  - e. the Agency indemnifies EQUANS in full against all civil law, fiscal and social insurance law claims arising from or relating to the deployment of third parties by the Agency.
- 7.3 The Agency is required to impose all obligations recorded in this Article 7 on all parties with which the Agency contracts obligations in relation to the provision of the Service, in full. The Agency is also required to require these parties to then impose such obligations, in full, on parties with which they contract obligations in relation to the provision of the Services.
- 7.4 EQUANS has the right to transfer the rights and/or obligations from a Contract to a third party or to encumber these with any rights, insofar as this does not harm any serious interests of the Hirer. EQUANS will notify the Agency of this in observance of a reasonable notice period and the Agency hereby undertakes in advance to cooperate with this or to grant consent for this.
- 7.5 Further to the preceding paragraph, EQUANS may transfer its rights and obligations (or parts of these) pursuant to the Contract to Group Companies of EQUANS or to a third party that acquires a business



activity of EQUANS for which the Services are provided. EQUANS will notify the Agency of this in observance of a reasonable notice period.

#### Article 8. Payroll taxes, VAT and SNA register

- 8.1 The Agency guarantees that the payroll taxes on the wages of the Agency Workers made available will be deducted and declared and transferred to the Tax and Customs Administration in a timely manner, in full.
- 8.2 The Agency guarantees that VAT due on the fees will be declared and transferred to the Tax and Customs Administration in a timely manner, in full.
- 8.3 At EQUANS' earliest request, the Agency will send an original written declaration to the Tax and Customs Administration at the earliest opportunity, concerning the timely and full payment of the Payroll Taxes due for the previous quarter in relation to the Agency Workers made available by the Agency as well as the VAT due in relation to the Service Provision ('Declaration of Payment Behaviour').
- 8.4 The Agency guarantees that it still complies with the NEN 4400-1 or the NEN 4400-2 standard and is and will remain recorded in the register of the Stichting Normering Arbeid (SNA). If and as soon as the Agency is no longer certified, the certification is suspended and or the Agency no longer complies with the requirements set by the SNA, the Agency is required to report this to EQUANS without delay and EQUANS is authorised to independently arrange for the conduct of an audit at any time, at the Agency's expense, via a third party or otherwise, in order to determine whether the Agency complies with the requirements set in the standard.
- 8.5 Agency must hold a blocked account (G-account). EQUANS will make use of the G-account to meet its obligations relating to approved invoices from the Agency. This payment discharges the payment obligation vis-à-vis the Agency.
  - a. If the Agency is certified in accordance with the NEN 4400-1 or NEN 4400-2 standard and is recorded in the SNA register, the amount of these deposits will be 25% of the invoice amount (inclusive of VAT) or 20% of the invoice amount if and insofar as the reverse-charge mechanism applies.
  - b. If the Agency is not or is no longer certified in accordance with the NEN 4400-1 or NEN 4400-2 standard and is not or is no longer registered in the SNA register, the amount of these deposits will be 40% of the invoice amount (exclusive of VAT) or 20% of the invoice amount as well as the VAT charged.Via the aforementioned deposits, EQUANS is discharged of that part of the Payroll Taxes and VAT due.
- 8.6 The deposit into the G-account will not be used if the Agency is a listed company in an OECD country which complies with the NEN 4400-1 or the NEN 4400-2 standard, is recorded in the register of the Stichting Normering Arbeid (SNA) and can submit a valid indemnity decision from the Tax and Customs Administration that the relevant company has provided adequate surety for the payment of payroll taxes and VAT. The Agency must provide EQUANS with a current decision from the Tax and Customs Administration every year.
- 8.7 In the absence of full and timely compliance by the Agency with the obligations laid down in this Article 8 EQUANS has the right at all times to suspend all payments until the Agency complies with its obligations again. If the Agency, even after receiving written notice of default in which the Agency is granted a once-only term of 14 days in order to still comply with its obligations, remains in default on compliance with its obligations as referred to in this Article, EQUANS has the right to dissolve the Order and/or the Framework Agreement with immediate effect, without obligation to pay any compensation for damage on the part of the Agency and third parties.

#### Article 9. WAADI, remuneration, Wage Ratio Rule and CLA

- 9.1 The Agency guarantees that the wages of Agency Workers comply with the requirements set for this in the WAADI and the WAS. On those grounds, the Agency is obliged to comply with the provisions of the CLA and/or working conditions applying to the work. The Agency shall record all applicable working conditions agreements for the execution of the Order in question in a transparent and accessible manner.





- 9.2 The Agency declares that it is fully aware and will remain aware of the current CLA and/or working conditions regulations applying at EQUANS.
- 9.3 On request, the Agency will grant the authorised institutions access to these working conditions agreements with Agency Workers and will cooperate with inspections, audits and/or wage validations of EQUANS or third parties.
- 9.4 If the Agency needs information for proper execution of the Contract, it is required to apply for this in a timely manner. EQUANS will provide the necessary information, on the basis of Article 12a of the WAADI or otherwise, as long as this remains within the limits of the laws and regulations and the principles of reasonableness and fairness.
- 9.5 The Agency guarantees that it will comply at all times with the registration obligation of Article 7a of the WAADI, which means that the Agency is required to be registered in the Commercial Register as a company that makes workers available.
- 9.6 All Agency Workers are employed by the Agency on the basis of an employment contract pursuant to Article 7:610 DCC or a temporary employment contract pursuant to Article 7:690 DCC, not being a payroll contract pursuant to Article 7:692 DCC. The Agency Workers are recruited and selected by the Agency itself. The Agency is therefore not permitted to make workers available to EQUANS who are employed on the basis of a payroll contract as referred to in Article 7:692 DCC or to offer services that qualify as payrolling within the meaning of Article 1(1)(d) of the WAADI.
- 9.7 The remuneration of Agency Workers from a country other than the Netherlands is not permitted. This means that the entity with which an Agency Worker has an employment contract or other contract and that provides for payment of the salary must be registered in the Netherlands.
- 9.8 An Agency Worker who does not have social insurance in the Netherlands, but elsewhere in the European Economic Area (EEA) or Switzerland, must hold an A1 declaration or, with the written consent of EQUANS, a copy of the application drawn up in the name of the Agency for the benefit of EQUANS. The Agency must send the A1 declaration to EQUANS prior to the deployment of the worker or otherwise as soon as possible.
- 9.9 In the event of violation of or non-compliance with Article 9.1, 9.5 or 9.7, EQUANS has the right to impose a penalty on the Agency, payable on demand, of €10,000 per occurrence (Agency Worker), without prejudice to the right to claim additional compensation for damage. In addition to this, EQUANS has the right to dissolve the Order and/or the Framework Agreement with immediate effect, without liability to pay compensation for any damage on the part of the Agency and third parties.

#### Article 10. Identification, WAV and WagwEU

- 10.1 The Agency guarantees that it has identified the Agency Worker in accordance with the WID and the WAV and if necessary, will keep a copy of the identification document in its records, in accordance with the GDPR.
- 10.2 The Agency guarantees that, if and for as long as it deploys a national of a third country, as referred to in the WAV, as an Agency Worker at EQUANS:
  - a. this Agency Worker holds a lawfully issued residence and/or work permit and the notification applying in the Netherlands that permit the agency to actually deploy the Agency Worker at EQUANS or permit the Agency Worker to provide Services at EQUANS and that this work permit complies with and will continue to comply with the WAV.
  - b. this Agency Worker holds valid proof of identity, within the meaning of Article 1(1)(1°) to 1(1)(3°) of the WID,
  - c. and that the Agency Worker will be able to present these documents at all times while present at the work location and/or during his or her work for EQUANS at the earliest request of EQUANS or an institution authorised for that purpose.A third country national, within the meaning of this Article 10 refers to a person originating from a country outside the European Economic Area (EEA) or Switzerland.
- 10.3 Before an Agency Worker who is a third country national commences the actual work at EQUANS, the Agency Worker will provide EQUANS with a paper and/or electronic copy of the permit and of the



identity document of the third country national. If these documents change in the meantime, the Agency will provide EQUANS with a copy of the altered document without delay. If a document loses its validity in the meantime, the Agency will notify EQUANS of this without delay, verbally and in writing.

- 10.4 The Agency guarantees that as soon as one of the documents referred to in this Article 10 is invalid or is no longer valid, the relevant Agency Worker will no longer be deployed at EQUANS. In that case, EQUANS has the right to cancel or suspend the Order for the deployment of that Agency Worker with immediate effect, without being liable to compensation for damage to the Agency for any reason and on any grounds whatsoever. This is without prejudice to the liability of the Agency to EQUANS as a result of the interruption of the hiring.
- 10.5 EQUANS has the right to:
- a. save (copies of) documents provided by the Agency in a manner and for a term to be determined by EQUANS, in order to be able to comply with the saving and presentation obligations of the WAV at all times.
  - b. conduct checks before, during and after the work, itself or have this done by third parties designated by EQUANS for that purpose, that these documents are valid and complete, and that they relate to the Agency Workers deployed by the Agency who are actually present.
  - c. provide (copies of) these documents to the officials authorised for that purpose by or pursuant to the law at their earliest request.
- 10.6 In the event of non-compliance with the provisions of this Article 10 EQUANS has the right to deny the Agency Worker access to the company premises or to remove him or her from the company premises with immediate effect.
- 10.7 In the event of violation of or non-compliance with the foregoing, EQUANS has the right to impose a penalty on the Agency, payable on demand, of €20,000 per occurrence and also of €5,000 for each day or half-day for which the Agency and/or the Agency Worker is/are in default, without prejudice to the right to claim additional compensation for damage.

#### Article 11. Corporate social responsibility

EQUANS is committed to a responsible, sustainable and ethical supply chain with its suppliers, in which working conditions are safe, employees are treated fairly and with respect, companies operate in an ethical manner and the impact on the environment and surroundings is minimised. EQUANS has drawn up a sustainable and ethical supplier code for that purpose, which can be viewed at <https://equans.nl/over-ons/voorwaarden>. The Agency hereby declares its consent to this supplier code and undertakes to conduct itself accordingly. This supplier code forms an integral part of these Conditions and EQUANS may amend it at any time. The latest version applies to every Order realised. Before the start of the work, the Agency will verify that it is familiar with the latest version.

- 11.1 The Agency is forbidden to discriminate in relation to the recruitment and selection of Agency Workers or to grant any assistance to discriminatory action. At EQUANS' earliest request, the Agency will present the anti-discrimination policy that it pursues and provide further details/information in relation to any suspicion of discrimination.

#### Article 12. Audits

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



- 12.2 The costs of the auditor are borne by EQUANS, except in the event of serious negligence on the part of the Agency in relation to the execution of the Contract. In other respects, each party bears its own costs in relation to the audit.
- 12.3 The Hirer will notify EQUANS without delay if a company, institution or other authority contacts it with a request to conduct inspection work that relates to the Services that the Agency provides for EQUANS.

### Article 13. Intellectual property rights

- 13.1 All intellectual/industrial property rights, including copyrights, patent rights, trademark rights, databank rights and model rights that arise during the execution of the contract by the Agency or by third parties engaged by it and/or through the work of the Agency Worker accrue to EQUANS in full. The Agency will transfer these intellectual property rights to EQUANS for no consideration at the time at which they arise, which transfer EQUANS hereby accepts in advance. To that end, the Agency, on request, will provide all information and perform all formalities necessary to enable EQUANS to register the aforementioned rights in its own name.
- 13.2 Insofar as the intellectual property rights accrue to one or more Agency Workers and the intellectual property rights arose in connection with their work at EQUANS, the Agency will ensure that it has the right to transfer these intellectual property rights to EQUANS. The Agency will also ensure that the other provisions of this Article 13 are agreed with the Agency Worker in relation to the Agency, so that EQUANS can exercise its rights as provided for in this Article in full.
- 13.3 The intellectual property rights used in the provision of the Service(s) and which were owned by the Agency or third parties before the commencement of the Service(s), or which were developed independently by the Agency or third parties during the term of the Contract or Order, remain the property of the Agency or the aforementioned third parties.
- 13.4 Insofar as the intellectual property rights referred to in Article 13.1 cannot be transferred, or insofar as the use of the rights referred to in Article 13.3 by EQUANS is necessary for the use of (results arising from) the Services, the Agency grants EQUANS extensive, exclusive, transferable rights of use in advance for all intellectual or industrial property rights referred to in Article 13.1 and 13.3, in any form whatsoever.
- 13.5 The Agency hereby pledges not to invoke its rights to make changes to the product (as referred to in Article 25(4) of the Copyrights Act 1912) or to invoke its rights as referred to in Article 25(1)(a), 25(1)(b) and 25(1)(c) against EQUANS. The Agency cannot exercise Article 7 of the Copyrights Act in relation to the works referred to in Article 13.1.
- 13.6 Drawings, images, calculations, working methods, data, data carriers and procedures provided by EQUANS remain the property of EQUANS, are designated as Confidential Information and may be used by the Agency solely for the execution of the Contract. At the request of EQUANS, the Agency is required to return these documents to EQUANS at its own expense.
- 13.7 The Agency guarantees that the Service Provision does not breach any third party Intellectual Property Rights. The Agency will indemnify EQUANS against all third-party claims based on any actual or alleged breach of these rights. In addition, the Agency will indemnify EQUANS against all damage caused by the (apparent) breach, including the actual legal and other expenses, and will, immediately on EQUANS' request, conduct the legal proceedings on behalf of EQUANS or provide EQUANS with sufficient and adequate information to enable it to conduct the legal proceedings.

### Article 14. Processing of personal data

- 14.1 The Parties shall comply strictly with the provisions of the General Data Protection Regulation (GDPR) and may be called to account for this by the other party.
- 14.2 The Agency and EQUANS are each independently responsible for the processing of personal data of the Agency Workers. Each Party shall ensure that its processing of personal data takes place legally, correctly and transparently.



- 14.3 A Party that passes on personal data to the other Party shall ensure that these personal data are accurate and up to date. The Parties shall notify each other if Personal Data prove to be no longer accurate or out of date.

The Agency guarantees that it has legal grounds for the provision of personal data to EQUANS and is required to inform the person concerned of the Privacy Statement of EQUANS, which can be viewed on the EQUANS website at <https://equans.nl/over-ons/voorwaarden> and in which the way in which EQUANS processes these personal data is recorded.

- 14.4 The Parties do not have the right at any time to use or provide for the use of the personal data made available to them by the other Party in any way, partially or in full, other than for the Service Provision, except in the case of statutory obligations to the contrary.
- 14.5 The Parties shall take appropriate technical and organisational security measures to secure the personal data of Agency Workers, or personal data obtained from the other Party, against loss or any form of illegitimate processing. Taking account of the state of the art and the costs of their implementation, these measures represent an appropriate level of security in view of the risks entailed by the processing and the nature of the data to be protected. The measures are aimed partly at preventing unnecessary gathering and further processing of personal data.

### Article 15. Confidentiality

- 15.1 The Agency shall protect the confidentiality of Confidential Information and without the written consent of EQUANS, shall not disclose, make this available to, grant access to or otherwise make this available to third parties, other than insofar as necessary for the execution of the Contract, unless any statutory provision or court ruling requires it to disclose this or unless this Article 15 derogates from this.
- 15.2 The Agency shall make all data (written documents, computer files and the like) in its possession in relation to the execution of the Order available to EQUANS at its earliest request and/or within five working days of the completion of the relevant work.
- 15.3 With regard to all Confidential Information originating from EQUANS that is in the possession of the Agency or is provided to it in any form or on any data carrier whatsoever, the Agency undertakes:
- To observe all reasonable technical and organisational measures for safekeeping or safe storage;
  - Not to use the confidential information for any purpose other than the execution of the Service Provision;
  - Not to keep the confidential information in its possession for longer than is reasonably necessary for the performance of the agreed obligations and to make this confidential information available to EQUANS again, including any copies made, immediately after full compliance with the aforementioned obligations or, with the consent of EQUANS to destroy it;
  - To provide assistance for the performance of supervision on the safekeeping and use of confidential information, by or on behalf of EQUANS.
- 15.4 The provisions of this Article 15 do not apply to information that:
- Is or becomes public other than as a result of an attributable shortcoming of the Agency;
  - Originates from a third party that does not have a confidentiality obligation to EQUANS in relation to the information;
  - The Agency is required to provide in order to comply with a statutory obligation or a court order;
  - Is provided to Personnel of the Agency and/or Agency Workers, insofar as this is necessary for good provision of the Service and the Agency has ensured that written confidentiality agreements with the relevant employees and/or Agency Workers are in force, which are at least comparable to the agreements in the Conditions.
- 15.5 The Agency undertakes to impose these confidentiality obligations on its Personnel and the Agency Workers and guarantees that these persons will comply with those obligations.
- 15.6 The Agency will ensure that, if EQUANS so requires in view of the work to be performed, the Agency Worker will sign a confidentiality declaration to be presented by EQUANS and that the Agency Worker provides EQUANS with all information which EQUANS requires in view of his or her presence in the



business of EQUANS and the work to be performed. The Agency will provide EQUANS with the signed confidentiality declaration before the commencement of the Order. The Agency requires the Agency Workers that it deploys to comply with this confidentiality declaration in full.

- 15.7 If EQUANS observes a violation of the provisions of this Article 15 by the Agency and/or Agency Workers deployed by the Agency, the Agency will owe a penalty, payable on demand and without the intervention of a court, of €25,000 per occurrence and also €1,000 for each day that the violation persists (insofar as the violation is rectifiable), without prejudice to all further rights of EQUANS, including the right to claim compliance and/or dissolution, as well as to claim compensation for the damage actually incurred by EQUANS.
- 15.8 EQUANS may include an additional penalty for violation of the confidentiality obligation in the Order. Payment of a penalty that is payable on demand does not alter the Agency's obligation to pay compensation for damage resulting from the violation.

#### Article 16. Liability and indemnification

- 16.1 The Agency is liable for any damages that EQUANS or third parties suffer as a result of an attributable failure by the Agency to fulfil its obligations pursuant to the Contract, and/or laws and regulations, including failure to comply, or to comply fully or in a timely manner with the obligations referred to in Article 8 (Payroll taxes, VAT and SNA register) of these Conditions, as well as for damage caused by the Agency to property of EQUANS, regardless of whether that damage is caused by the Agency, its personnel or another natural person or legal entity for which the Agency is responsible by virtue of law.
- 16.2 By way of derogation from the preceding paragraph, the Agency is not liable for (direct or indirect) damage suffered by EQUANS and/or third party claims resulting from actions or omissions of an Agency Worker made available by the Agency to EQUANS, which damage and/or claims are caused by the work of that Agency Worker under the management and supervision of EQUANS, unless such claims are the result of an attributable failure to comply with an obligation of the Agency pursuant to the Contract.
- 16.3 Damage also includes any financial penalties imposed by the Tax and Customs Administration, the Inspectorate SZW or other authorised bodies and the costs of other enforcement measures and/or the costs of sentences imposed on EQUANS and all other costs, including the costs of legal aid, in or out of court, which EQUANS must reasonably incur in that regard.
- 16.4 EQUANS has the right to (provide to) repair defects resulting from a failure of the Agency to comply with its obligations arising from the Contract, at the Agency's risk and expense.
- 16.5 The Agency fully and unconditionally indemnifies EQUANS, its employees and its managers against:
  - a. Third-party claims for compensation for damage suffered in connection with failures of the Agency to comply with its obligations or wrongful acts of the Agency;
  - b. All claims of Agency Workers or Personnel of the Agency, except in the case of a claim on the grounds of Article 16.9 or in the event of malicious intent or gross negligence on the part of EQUANS;
  - c. Penalties and/or penal measures imposed on EQUANS and/or third parties in connection with the failure of the Agency to comply with laws and regulations or actions in contravention of these;
  - d. Damage caused by the Agency to the property of third parties.

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

- 16.6 Without prejudice to the provisions of this Article 16, the Agency shall provide EQUANS with all the assistance that it requires in order to defend itself against any liability or penalty measure.
- 16.7 The liability pursuant to this Article 16 is limited to a maximum of €1,000,000 per occurrence and €2,500,000 per year. This limitation of liability lapses in full in the event of (third party claims for) compensation for damage as a result of death or injury and/or in the event of malicious intent or gross negligence on the part of the Agency or its Agency Workers or third parties that it deploys and/or in the event of a violation of Article 8 (Payroll taxes, VAT and SNA register),



Article 9 (WAADI, remuneration, Wage Ratio Rule and CLA), Article 13 (Intellectual property rights) or Article 15 (Confidentiality) of these Conditions.

- 16.8 Insofar as EQUANS is required to comply with any obligation of the Agency pursuant to Article 8 (Payroll taxes, VAT and SNA register), Article 9 (WAADI, remuneration, Wage Ratio Rule and CLA), and Article 10 (Identification, WAV and WagwEU) of these Conditions, the Agency shall reimburse EQUANS for the amounts concerned at EQUANS' earliest request, plus interest at the statutory rate, calculated from the date on which EQUANS paid those amounts to the relevant institution.
- 16.9 EQUANS indemnifies the Agency against claims based on Article 7:658 DCC by Employees made available to EQUANS by the Agency, unless and insofar as these claims are the result of attributable failures of the Agency to comply with an obligation pursuant to this Framework Agreement. In the latter case, the Agency indemnifies EQUANS against all claims of the Employees made available to EQUANS on the grounds of Article 7:658 DCC and against all costs associated with this (including the actual costs of legal aid), in observance of the limits and restrictions imposed in Article 18.2.
- 16.10 EQUANS is not liable for damage to or loss/theft of personal property of the Agency, its Personnel or third parties or Agency Workers that it deploys in the execution of the Contract. EQUANS' liability is limited to the amount that its (liability) insurer actually pays out, and to a maximum of €1,000,000.
- 16.11 The Parties cannot be held liable for indirect damages, which refers only to loss of profit, revenue and reputational damage.
- 16.12 The limitation of liability of a Party lapses if the damage is the result of malicious intent or gross negligence on the part of that Party.

#### Article 17. Insurance

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

#### Article 18. Applicable law and disputes

- 18.1 All Orders, Framework Agreements and Contracts subject to the Conditions are governed solely by Dutch law. Only the competent Dutch court for the court district of the registered address of EQUANS according to its Articles of Association is competent to hear disputes between the Parties.
- 18.2 In the first instance, the persons authorised to sign on behalf of, or to represent the Parties shall make efforts to settle any problems that have arisen by agreement.
- 18.3 All disputes (including disputes that are regarded as such by only one of the Parties) that may arise in relation to the Conditions or Orders arising from these that cannot be settled by the Parties out of court shall be filed with the competent civil court in the Netherlands.
- 18.4 These General Purchasing Conditions were originally drawn up in Dutch. If there is a conflict between the Dutch text of the General Purchasing Conditions and the translated text, the Dutch text will prevail.

## PART II EXECUTION PROVISIONS

#### Article 19. Agency Details

- 19.1 Before the commencement of the Service Provision and where necessary at regular intervals (per written document), the Agency will in any event provide EQUANS with the following documents:



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

#### Article 20. Requests and Offers

- 20.1 EQUANS will send the Request to the Agency by email or, if this is communicated verbally, will confirm the Request in writing after the event. If required, EQUANS will provide an explanation (verbal or otherwise). If necessary, Requests will contain a job/recruitment profile in which the requirements are described. EQUANS may add extra specifications to each Request.
- 20.2 A Request from EQUANS is without obligation and leads to no commitment.
- 20.3 The following applies for Quotations:
- a. These are irrevocable, apply for at least two months and all costs involved in the preparation and submission of a Quotation are borne by the Agency in full. The Agency shall not charge EQUANS any advances, advertising fees, campaign costs, cancellation costs and related costs. EQUANS may always terminate negotiations without stating its reasons and with no obligation to pay compensation for damage; and
  - b. In principle, Agency Workers for a single Request are proposed at the same time. If, by way of an exception, an Agency Worker is proposed for more than one Request at the same time, the Agency will notify EQUANS of this explicitly and in a timely manner; and
  - c. Quotations always contain the requested information and full documentation, as shown in the Request, and are accompanied by a CV or CVs of the candidate(s) in Dutch or English; and
  - d. The Agency has made an adequate pre-selection and proposed candidates are fully informed about the Request, know that they have been proposed to EQUANS and consent to the provision of the relevant personal data to EQUANS.
- 20.4 The Agency guarantees that the Quotations were lawfully prepared and in particular, that these Quotations were realised without any agreement or concerted action with third parties that could obstruct or restrict competition and/or lead to price increases.

#### Article 21. Details of Agency Worker

- 21.1 Before the Agency Worker starts work, the Agency is required to provide EQUANS with at least the following data and to notify EQUANS immediately of any changes and additions to (the validity of) these data, permits, certificates and diplomas during the term of the Order, in the absence of which the relevant Agency Worker will not be admitted to the EQUANS business premises:
- a. Full name;
  - b. Citizen Service Number (BSN);
  - c. Nationality;
  - d. Type of identity document, the number and the expiry date;
  - e. Residential address and accommodation address on request;
  - f. Date of birth;
  - g. Copies of required certificates and diplomas and on request, all other relevant certificates and diplomas;
  - h. Work permit/residence permit and copy of identity document (if applicable, pursuant to Article 10 of these Conditions);
  - i. Certificate of Good Conduct (VOG), insofar as required;
  - j. References (on request).



- 21.2 The Agency shall ensure that the relevant Agency Worker continually holds the valid permits and certificates referred to in the Contract and/or the Order.
- 21.3 EQUANS or its Client may make use of a secured (national) online environment in which all workers employed at building sites are registered. EQUANS may request the Agency to register the Agency Worker in this online environment and to cooperate in the registration in this online environment by EQUANS. The Agency shall comply with this request and ensure that it and/or EQUANS is entitled to do so.

#### Article 22. Obligations of the Agency Worker

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

#### Article 23. Suitability of the Agency Worker

- 23.1 The Agency guarantees that the Agency Worker is suitable in terms of their level of training, expertise and experience to perform the work described in the Order and/or Request properly.
- 23.2 The Agency ensures for timely checking of references, checking the Agency Worker's CV in accordance with reasonably professional standards and checking the authenticity and validity of diplomas, certificates, identity documents, residence permits and other required documents. In the case of foreign diplomas, the Agency will provide the diploma with an assessment of the level based on the European Qualification Framework (EQF).
- 23.3 EQUANS reserves the right to test the Agency Worker for the required suitability.
- 23.4 If the physical or mental health or limitations of the Agency Worker (could) mean that (certain) activities cannot be performed or fully performed by the Agency Worker, or can only be performed (safely) with support or aids, the Agency shall notify EQUANS of this in observance of the laws and regulations relating to the privacy of the Agency Worker.
- 23.5 In the event of serious quality deviations, serious comments on behaviour or repeated warnings, EQUANS has the right to deny the Agency Worker access to the business premises with immediate effect or to remove the Agency Worker from the business premises and to cancel the Order with immediate effect. EQUANS will notify the Agency of the aforementioned termination of the Order at the earliest opportunity. EQUANS is not liable for any compensation for the resulting costs and this is without prejudice to any other rights accruing to EQUANS.
- 23.6 If an Agency Worker performs electrical engineering work, as described in the latest NEN-3140 standard (for low-voltage connections) and/or NEN-3840 (for high-voltage connections), the Agency Worker must be provided with a designation by EQUANS. The Agency will provide EQUANS with all information on the Agency Worker necessary to make a correct designation, which at least includes an up-to-date CV, validated to professional standards, including the training, diplomas and/or certificates required for the designation. At EQUANS' request, the Agency must immediately send EQUANS (a copy of) the certificate required for the job. The Agency ensures that Agency Workers are





aware of the 'EQUANS safety rules for working in electrical engineering'. The latest version of these rules is available at: <https://equans.nl/over-ons/voorwaarden>. If EQUANS states on submitting the Request that an Agency Worker must qualify as a skilled person, the Agency will not propose any candidates who do not meet the accompanying training and experience requirements.

#### Article 24. Codes of conduct, guidelines and instructions

- 24.1 The Agency guarantees that at the request of EQUANS, relevant codes of conduct, guidelines, procedures or confidentiality declarations of EQUANS will be handed to the Agency Worker before the start of the work and it will be agreed in writing with the Agency Worker that these will be strictly followed. This in any event includes relevant guidelines, codes of conduct and procedures made available at <https://equans.nl/over-ons/voorwaarden> and the supplements to these provided to the Agency by EQUANS. In addition, EQUANS may inform the Agency Worker directly about the applicable codes of conduct, guidelines, procedures or confidentiality declarations and the Agency Worker is required to follow these or to sign them for consent on request.
- 24.2 The Agency guarantees that all Agency Workers:
- Will comply with the current company guidelines, rules of conduct and company regulations in full;
  - Will conduct themselves in a well-mannered fashion;
  - Will refrain from the use and/or possession of alcoholic drinks and/or narcotics at work and/or in means of transport for the work and will not attend work or commute while under the influence of such substances.
- 24.3 The Agency Worker is required to follow responsible instructions or directions issued in a timely manner with regard to the performance of the work and must strictly follow instructions concerning safety, order and neatness.

#### Article 25. Occupational Health and Safety

- 25.1 The Agency will instruct the Agency Workers and the Agency Personnel to observe the safety procedures, regulations and instructions and rules of conduct issued by EQUANS and the laws and regulations in the performance of their work. If Agency Workers fail to comply with the obligations referred to in this Article 25, EQUANS may deny the Agency Worker access to the work location with immediate effect. Any (additional) costs resulting from this are borne by the Agency.
- 25.2 The Agency and the Agency Workers to be deployed must hold valid VCA/VCU certificates if applicable. If the Agency or the Agency Worker do not hold such certificates (any longer), the Agency must notify EQUANS of this. The Agency must then, at EQUANS' earliest request, show satisfactorily that its business operations are based on an equivalent safety management system.
- 25.3 The Parties will comply with the statutory obligations concerning working conditions and occupational safety in relation to the performance of the work by the Agency Worker. The Parties will provide for any safety measures to be taken in relation to the provision of the Services and/or the work of the Agency Worker.
- 25.4 EQUANS may subject the Agency Workers to a safety inspection (such as an antecedents check) in accordance with the customary rules at EQUANS or at its Client. The Agency will cooperate fully with this investigation. On the basis of the outcomes of this investigation, EQUANS may reject or terminate the deployment of the Agency Worker concerned with immediate effect, without stating its reasons and without reimbursement of costs.
- 25.5 The Agency will provide full assistance for the investigation by EQUANS or to the competent authorities if the Agency Worker is involved in an accident causing injury. The Agency shall also ensure that the Agency Worker provides full assistance. If the Agency Worker is able to perform adjusted work, EQUANS, the Agency Worker and the Agency will conduct talks on this.
- 25.6 EQUANS guarantees compliance with the Working Conditions Act and the Working Hours Act in relation to the deployment of the Agency Worker. The Agency is required to notify EQUANS if the Agency intends to also deploy the Agency Worker at third parties during the term of an Order. If the Agency makes the Agency Worker available to both EQUANS and to third parties, the Agency, in



contrast to the provisions of the preceding sentence, must observe the Working Hours Act. The Agency indemnifies EQUANS against third-party claims in that regard.

#### Article 26. PPE, tools, clothing and business equipment

- 26.1 The Agency ensures, if and as described in the Request, Order and/or Framework Agreement or as described at <https://equans.nl/over-ons/voorwaarden>, that all Agency Workers deployed at EQUANS are provided with Personal Protective Equipment (PPE) in good condition, (hand) tools and/or (protective) clothing (hereinafter referred to jointly as: 'Working Equipment'). This must be made available to the Agency Worker by the Agency and is deemed to be included in the fees, unless explicitly stated otherwise in the Order or the Framework Agreement. In the absence of the Working Equipment described, EQUANS has the right to deny the Agency Worker access to the business premises or to remove the Agency Worker from the business premises. Any penalties or damage suffered by EQUANS as a result will be reclaimed from the Agency in full.
- 26.2 Working Equipment and other equipment made available, including but not limited to laptops, telephones, keys and applications that EQUANS makes available to the Agency for the execution of the Contract remain the property of EQUANS and must be returned in good condition following the execution of the Contract. If this does not take place, correctly and in full, within one week, EQUANS has the right to suspend payments to the Agency, partially or in full, until such time as the property made available has been returned to EQUANS correctly and in full. EQUANS also has the right to recover the costs of repairs or replacements from the Agency, at 100% of the new value. Until the goods referred to in this Article 26.2 are returned to EQUANS, the Agency bears the risk of these goods from the time at which they are made available to the Agency and the Agency is required to use these goods in accordance with 'good practice', to maintain them properly and, insofar as this can reasonably be expected in view of the underlying value of the EQUANS property, to insure these on behalf of EQUANS on the customary terms against the risk of full or partial loss or damage as a result of fire, theft and damage, at its own expense.
- 26.3 The property made available by EQUANS may only be used in relation to the Order for EQUANS.

#### Article 27. Working hours, location and leave

- 27.1 EQUANS sets the working days, working hours (schedules), working hours per week and the work location (in advance) and may consult the Agency or Agency Worker in this regard. EQUANS has the right to designate periods in which the Agency Worker will not be deployed, or will be deployed less frequently, if business economic circumstances give cause for this or in the case of reduced manning or business closures around the Christmas period or in the summer holidays. EQUANS will not make use of this right unreasonably and aims at all times to deploy the Agency Worker concerned for the number of hours originally planned, without being obliged to do so. Where appropriate, the term of the Order may be adjusted for this purpose with the consent of the Parties.
- 27.2 In principle, the work of the Agency Worker is performed at the establishment(s) of EQUANS or its Client, as laid down in the Order. Where necessary, EQUANS may require the Agency Worker to perform the work at a different location.
- 27.3 Work from home or from the offices of the Agency is permitted only if, in the view of EQUANS, the work lends itself for this and only with the prior written consent of EQUANS and the Agency. Work from home may be made mandatory if the business policy calls for this (for example in response to measures taken or guidelines issued by the Dutch government). If the Agency Worker works from home or from the office of the Agency, the Agency is responsible for a workplace equipped in accordance with the relevant occupational health and safety standards and any costs of this are borne by the Agency.
- 27.4 If EQUANS wishes to temporarily deploy the Agency Worker at a location outside the Netherlands, the Parties will discuss the working conditions, hours, insurance and related matters in advance. The current regulations of EQUANS apply as a point of departure for this. The Agency is responsible for obtaining the correct and relevant permits necessary for deployment of the Agency Worker outside the Netherlands in a timely manner. If the Agency Worker is deployed outside the Netherlands, the Agency



must ensure that matters such as repatriation, baggage and extra health insurance costs are regulated and insured by the Agency.

- 27.5 The Agency Worker may take up leave days with the approval of EQUANS, which approval will not be refused on unreasonable grounds. Requests should be made at least three days prior to the leave or holiday. Requests for the take-up of holidays or leave of more than one calendar week should be made at least four calendar weeks in advance of the leave or holiday.

#### Article 28. Absence and illness

- 28.1 If an Agency Worker is unable to perform the required work due to illness or for other reasons, the Agency must ensure that this is reported to the relevant contact person of the Agency Worker in accordance with the current EQUANS company rules, or at least before the start of the work.
- 28.2 At the request of EQUANS, the Agency is required to provide for a replacement as soon as possible, subject to the approval of the replacement Agency Worker by EQUANS.
- 28.3 EQUANS does not owe any reimbursement if an Agency Worker is unable to perform the required work due to illness or for other reasons.

#### Article 29. Replacement of Agency Workers

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

#### Article 30. Takeover of Agency Workers

- 30.1 If EQUANS hires workers from the Agency with the objective of employing the Agency Worker concerned (Deta-Vast), it will agree this with the Agency in writing before the request for the deployment. The takeover is free of charge after the Agency Worker has been deployed at EQUANS for 1750 working hours, unless a different term is agreed in the Order or the Framework Agreement. In that case, EQUANS will determine the terms of employment in order to ensure a smooth transition and the Agency is required to adopt these.
- 30.2 If EQUANS wishes to take over an Agency Worker sooner than the term set for this, EQUANS must pay the Agency a sum in compensation for the lost margin. This amount will be calculated by deducting the number of hours worked from 1750 hours (or the differing number of hours agreed for the takeover) and multiplying the result by the margin agreed by the Parties. If no margin is agreed, the Parties shall agree a reasonable fee in line with the principles set out in this Article.
- 30.3 For Agency Workers of whom no takeover, as referred above, was planned in advance, EQUANS has the right to make the Agency Worker an offer of employment after the Agency Worker has been deployed at EQUANS for 1750 working hours. If the Agency Worker takes up this offer, EQUANS owes no fee to the Agency. EQUANS will only make use of this right occasionally and will refrain from proactively encouraging the Agency Worker to enter into an employment contract. In that case, Article 30.2 does not apply.
- 30.4 The Agency will not create any obstructions to prevent the employment, as referred to in this Article 30, (see also Article 9a of the WAADI).
- 30.5 If the Agency Worker has not worked for EQUANS for more than 26 consecutive weeks, the Agency Worker may enter the service of EQUANS without EQUANS being required to pay any costs to the Agency.



### Article 31. Non-solicitation and non-competition clause

- 31.1 During the term of the Contract, and for a period of one year following its termination, the Agency shall refrain from employing or placing any person who was in the employ of EQUANS less than a year prior to the termination of the Contract, in any way whatsoever, and who is or was directly or indirectly involved in the execution of the Contract, unless EQUANS has granted explicit written approval for this.
- 31.2 The Agency will refrain from employing, mediating or contacting Agency Workers of other agencies (supplier) with a view to entering into recruitment talks while they are deployed at EQUANS and for a term of one month following the end of such deployment, unless EQUANS has explicitly granted approval for this in writing. This provision is in force during the term of the Contract and for a period of six (6) months following its termination.
- 31.3 During the term of the Order, including any renewals, and for one (1) month after the termination of the Order at the initiative of the Agency, the Agency will not deploy the Agency Worker at Clients where or for which the Agency Worker performed work during the term of the Order. For the purposes of this Article, 'Clients' also refers to their affiliated companies.
- 31.4 In the event of a violation of the above provisions, the Agency will owe EQUANS a penalty, payable on demand, of €5,000 per violation, as well as €500 for each day or half-day for which the violation persists.

## PART III FINANCIAL PROVISIONS

### Article 32. Fees

- 32.1 The agreed Fees are denominated in euros (€) and are exclusive of value added tax (VAT).
- 32.2 Unless the Parties explicitly agree otherwise in writing, the Fees stated in the Order are fixed for the term of the Order and during any renewals of this. Related Orders are regarded here as a single order if they succeed each other at intervals of less than three months. The Agency does not have the right to change the agreed prices at any time, even if cost price-determining factors such as wage costs, exchange rates etc. have changed since the realisation of the Order.
- 32.3 All (other) costs, including but not limited to wage costs, payroll taxes, pension costs, costs of downtime, absences and leave in the broadest sense, expenses allowances, once-only benefits, bonuses, certificates and/or training customary in the market for the position or included in the Request or Contract (including maintaining the validity of certificates), costs for quarantine or quarantine accommodation, costs related to the temporary accommodation of Agency Workers in the Netherlands and all general and overhead costs and profits of the Agency are already included in the fees or are always borne by the Agency, unless specifically stated otherwise in the Contract.
- 32.4 Only the actual number of hours worked by the Agency Worker qualify for reimbursement and for a maximum of 8 hours per day, except in the case of overtime, as referred to in Article 33.3. In the case of a (shift) schedule fixed by EQUANS, the maximum is the number of scheduled hours.

### Article 33. Allowances and overtime

- 33.1 If EQUANS determines that the job of the Agency Worker qualifies for the CLA allowance on the grounds of the EQUANS working conditions regulations, the Agency will pay this to the Agency Worker, at least in accordance with the amounts and allowances shown in the EQUANS working conditions regulations and only following approval of the relevant hours.
- 33.2 EQUANS will pay the Agency the CLA allowance:
  - a. by means of an allowance based on the Rate. For CLA allowances, this is expressed as a percentage of the gross wage. The Rate accompanying the CLA allowance or the accompanying allowance percentage of the Rate for regular hours is recorded in the Order and/or purchase order. The Agency is aware that the percentage allowance based on the Rate may differ from the percentage CLA allowance based on the gross wage of the Agency Worker;



b. by multiplying the amount for CLA allowances for which a fixed amount applies ('grossing') by a wage cost factor determined annually by EQUANS.

Other allowances, such as allowances based on the Agency's own working conditions, do not qualify for payment and are deemed to be included in the Rate.

33.3 Overtime is permitted only with the prior written consent of EQUANS. The approval of the time registration by EQUANS is also regarded as written permission in this regard, unless explicitly agreed otherwise with EQUANS. Overtime that is not agreed in advance is not approved or paid by EQUANS.

#### Article 34. Travel and accommodation expenses, company-specific training courses

34.1 The following applies with regard to the travel expenses relating to the execution of the Order:

a. commuting costs are included in the rate, as are parking and toll charges and travelling time, unless otherwise agreed; Commuting also includes travel between the residential address and an EQUANS establishment or location of the Client in the Netherlands at which the work is regularly performed (e.g. X times per week at establishment A and Y times per week at establishment B).

b. Business travel and accommodation expenses are reimbursed only in accordance with the applicable EQUANS policy for its own employees, insofar as this can be paid free of tax, or the policy of the Agency if this leads to lower costs for EQUANS, if and in as far as EQUANS has approved this in writing in advance. Preferably, EQUANS pays for flights and accommodation expenses in order to avoid double VAT charges.

34.2 If EQUANS makes a company van (grey number plate) or a passenger car (yellow number plate) available to an Agency Worker, EQUANS will inform the Agency of this in advance. This company van may not be used for private purposes and a passenger car may be used privately only with the prior written consent of EQUANS. If the EQUANS passenger car is used for private purposes, the Agency provides for the registration in its administration and for the fiscal consequences of this. The Agency indemnifies EQUANS against any fiscal claim in this regard. At EQUANS' request, the Agency will make every effort to recover fines, the excess and uninsured damage attributable to the Agency Worker from the Agency Worker and will ensure that it is authorised by the Agency Worker to settle this with the wages.

34.3 EQUANS may require the Agency Worker to follow (and successfully complete) a training course specifically for the situation at the Client and/or at EQUANS (other than general training courses, certificates and training necessary in order to comply with the job requirements). By way of derogation from the provisions of Article 32.3 EQUANS reimburses the participation of the Agency Worker in the training courses at the regular hourly Rate and travel expenses in accordance with the regulations in this Article 34. If this training is not provided in kind, the Agency may claim the actual costs with the prior written consent of EQUANS, in accordance with the procedures laid down by EQUANS.

#### Article 35. Time registration

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

35.2 The Agency will ensure that invoicing for the hours and expenses of an Agency Worker takes place in a timely manner in accordance with the EQUANS guidelines. If the Agency or Agency Worker has not claimed for any hours or expenses within three (3) months of the end of the relevant week, no hours are deemed to have been worked or expenses incurred by the relevant Agency Worker in the relevant period.

35.3 EQUANS may derogate from the provisions of paragraphs 1 and 2 of this Article by recording the hours worked by the Agency Worker itself.



### Article 36. Invoicing and payment

- 36.1 Invoicing takes place weekly and only after the Agency has received a purchase order for this from EQUANS. EQUANS will make efforts to send the purchase order to the Agency at the earliest opportunity, and within five working days of the end of the relevant period, if the Agency complies with Article 35.1. If the Agency does not receive a purchase order within this term, while an Agency Worker has performed work payable by EQUANS, the Agency will notify EQUANS of this as soon as possible, and at least within two (2) weeks.
- 36.2 The purchase order contains a specification of the (allowance) hours worked, other Fees and the applicable handling of VAT. The Agency invoices only for numbers and types of (allowance) hours included in the purchase order and other Fees at the Rates or unit prices shown in the purchase order. The Agency must also invoice in accordance with the handling of VAT shown in the purchase order, including the application of the reverse charge mechanism if this is shown as such in the purchase order. If the Agency believes that the purchase order contains inaccuracies, it will notify EQUANS of this as soon as possible, and at least within four (4) weeks of its receipt, in the absence of which the purchase order will be deemed to have been accepted by the Agency.
- 36.3 The invoice must comply with the applicable legal requirements as set out in the Dutch Turnover Tax Act 1968 [*Wet op de omzetbelasting 1968*] and the Dutch Liability of Recipients, Sub-Contractors and Clients 2004 Implementing Regulations [*Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004*] and the company law regulations applicable to EQUANS. Each invoice shall also state the following, insofar as this does not already follow from the foregoing:
- Invoice date and number;
  - Name and legal entity, address of the Agency;
  - Commercial Register number, VAT identification number, bank account number and 'G-account' (blocked bank account for payroll taxes and VAT) number of the Agency;
  - The legal entity of EQUANS, as shown in the purchase order;
  - Purchase order and line position number;
  - The number of (allowance) hours, the type of (allowance) hours and the Rate per (allowance) hour;
  - The price per unit, the number of units delivered and a description of all other Fees;
  - The name of the Agency Worker;
  - The period to which the invoice relates;
  - The amount or deduction percentage to be paid into the G-account;
  - The VAT amount;
  - If applicable (as shown in the purchase order): the mention of the reverse charge mechanism for VAT with a specification of the amount of the VAT;
  - If applicable: the number of the Framework Agreement or Order.
- Additional instructions and the procedure relating to the submission of invoices with which the Agency must comply are available at <https://equans.nl/over-ons/voorwaarden>.
- 36.4 The payment term is within 30 days of the receipt by EQUANS of an invoice from the Agency that complies with the requirements set for invoices in this Article 36 and payment of which by EQUANS to the Agency will take place only if:
- the Agency has provided EQUANS with all documents and data required in accordance with the Conditions correctly, in full and in a timely manner; and
  - subject to the right of EQUANS to suspend payment pursuant to these Conditions, in situations including but not limited to that in which the Agency fails to comply with its obligations pursuant to Article 8 (Payroll taxes, VAT and SNA register).
- 36.5 If an invoice does not comply with the requirements set in this Article 36 for invoices, EQUANS will notify the Agency within a reasonable term that the invoice is not accepted.
- 36.6 Payment of the invoice in no case implies recognition of the relevant claim.
- 36.7 With the exception of invoices concerning which the parties are (already) in dispute, all the Agency's rights to claim against EQUANS lapse after one year from the end of the week or month to which the claim relates.



- 36.8 EQUANS does not attributablely fall short and is not in default if EQUANS exceeds a payment term or fails to pay an invoice because it contests the accuracy of the invoice (including for the reason that the invoice does not comply with the requirements set in Article 36.3) or because EQUANS takes the view that the Agency has defaulted on compliance with its obligations pursuant to the Contract. In such a case, therefore, the Agency does not have the right to suspend its obligations pursuant to the Contract or to dissolve the Contract.
- 36.9 If EQUANS exceeds the payment term without sound reasons for this, EQUANS will, after having been sent proper notice of default by the Agency, be liable to pay the statutory interest in accordance with Article 6:119 DCC with effect from the end of the term specified in the notice of default.
- 36.10 EQUANS has the right to settle amounts that it owes the Agency in connection with the Contract with receivables of EQUANS or one of its Group Companies from the Agency or a Group Company of the Agency. The Agency has no right to invoke settlement.
- 36.11 If the Agency is granted a moratorium on payments or is declared insolvent, EQUANS has the right to suspend its payment obligations until EQUANS has received an indemnification statement from the Tax and Customs Administration demonstrating that EQUANS will not be held liable pursuant to Article 34 and/or 35 of the Dutch Collection of State Taxes Act 1990 [*Invorderingswet 1990*] for payroll taxes that the Agency unjustifiably fails to pay. The bankruptcy trustee, pledgee or assignee is obliged to ensure that the aforementioned statements are obtained.