

General Terms & Conditions of the Search & Co Group

These General Terms and Conditions of Delivery are applicable to the recruiting, selection, temporary employment and secondment agencies that belong to the Search & Co Group:

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1. Communicatie & Co b.v.
2. Creatieven.com b.v.
3. Marketing & Co b.v.
4. PAsearch b.v. (in the process of formation)
5. pzSearch b.v.
6. Redactie & Co b.v. and
7. Redactie & Co Uitzending b.v.

All established at Tesselschadestraat 11, Amsterdam (postal code 1054 ET). These terms and conditions have been filed with the Amsterdam Chamber of Commerce and Industry under number 341.97.466 (Redactie & Co Uitzending b.v.).

The general terms and conditions are in three parts plus the annex, which sets forth amendments to these General terms and conditions.

- A. General Terms and Conditions of Recruitment and Selection (page 2)
- B. General Terms and Conditions pertaining to the Assignment of Temporary Workers (page 5)
- C. Signatures (page 20)
- D. Annex: amendments (page 21).

These General Terms and Conditions of Delivery are a translation of the original Dutch version, which can be found at our website via <http://www.searchco.nl/algemene-voorwaarden>. Therefore the Dutch version is at all times leading.

A. General Terms and Conditions of Recruitment and Selection

Article 1. Applicability

The following terms and conditions are applicable to all commitments entered into by Search & Co Group (or members of it) with regard to recruitment and/or selection activities.

Article 2. Rules of Conduct

In performing a contract the Search & Co Group shall apply the following ethical rules of conduct:

- The Search & Co Group shall refrain from actively approaching candidates employed by a client for a period of two years following the fulfilment of the last contract issued by this client.
- A candidate shall only be presented to a client once the Search & Co Group has interviewed the candidate and the candidate has been fully informed about the vacancy.
- The Search & Co Group shall treat company and personal data with strict confidentiality. A candidate's personal data will only be made available to a client with the permission of the candidate in question.

Article 3. Definitions

The Search & Co Group's fee is based on a one-off percentage of the gross annual full-time salary of the candidate. Gross annual salary is defined to include holiday allowance, expense allowances, which cover foreign expense allowances and living expenses, expected or guaranteed bonuses within reason, profit-sharing bonuses or participation in profits, and a company car. A car supplied by the company is equated to 25% of the value of the car.

Article 4. Travel and accommodation expenses

Travel and accommodation expenses incurred by a candidate for a selection interview shall be reimbursed by the client. The cost of placing any advertisement or carrying out a medical or psychological examination shall be borne by the client, and are not covered by the fee.

Article 5. Fee

The fee payable by a client for recruiting and selecting a candidate for employment is 20% of the gross annual salary without advance payment. The fee will be calculated based on an employment contract of at least 24 hours per week. Once the candidate selected by the Search & Co Group has been placed, the client shall owe the full invoice amount.

Article 6. Intermediary services for freelancers

In performing intermediary services for freelancers the freelancer will invoice the Search & Co Group, after which the Search & Co Group will invoice the client, including a mark-up. The client undertakes to make payment in this manner for work performed by freelancers presented by the Search & Co Group for a period of one year. If a freelancer is offered employment by the client, the client is then obliged to pay the Search & Co Group a fee of 20% of the gross annual salary, with a deduction of 25% of the mark-up charged at that moment by the Search & Co Group.

Article 7. Confidentiality

All information received by a client about any candidate selected by the Search & Co Group is strictly confidential. The client is not entitled without prior written permission from the Search & Co Group to publicise information about any candidate, or to supply it to third parties. In the event that this prohibition is ignored, the client shall owe a fine of EUR 1000 without notice of default being required for every prohibited act, without prejudice to the Search & Co Group's entitlement to full damages.

Article 8. Employment

If the client rejects a candidate selected by the Search & Co Group, or the candidate rejects an offer by the client, after which the client enters into an employment contract with this candidate within a year of his or her selection by the Search & Co Group, or enters into any agreement with the candidate whereby the candidate shall perform services and/or carry out work for the client, the client shall be obliged to pay the total costs, i.e. the agreed fee and remaining costs. The client shall not be obliged to pay the total costs if it is able to demonstrate that its employment of an employee (within a period of one year following termination of the contract) is not a direct consequence of the efforts made by the Search & Co Group.

Article 9. Supply of data

If the client supplies to third parties data about a candidate selected by the Search & Co Group, or presents the candidate to third parties after which within a year following selection an employment contract between the selected candidate and the third party is concluded, or any agreement between this third party and the candidate is entered into whereby the candidate shall perform services and/or carry out work for this third party, the client shall be obliged to pay the total costs, i.e. the agreed fee and remaining costs.

Article 10. Premature termination

If the employment contract between the client and the candidate is terminated within two months after the candidate is engaged, the Search & Co Group undertakes without charging additional costs to renew the contract if the following conditions are met:

- Immediately after the employment contract is terminated the client informs Search & Co Group about it, giving the reasons for the termination;
- The termination of the employment contract is not the result of any amendment to or non-performance of the employment contract by the client, nor is its termination in any way attributable to the client;
- The termination of the employment contract is not the consequence of redundancies, re-organisation, merger or takeover on the part of the client;
- The client has paid the amounts invoiced by the Search & Co Group and has adhered to these Terms and Conditions of Recruitment and Selection.

Article 11. Renewed agreement

If the client or a affiliated person (legal person included), company or organisation affiliated to it enters into a new employment contract with the candidate in question within 3 months after the aforementioned termination, or enters into any agreement with the candidate whereby the candidate shall perform services and/or carry out work for the client or a person (legal person included), company or organisation affiliated to it, the client shall be obliged to pay the costs incurred by the Search & Co Group for finding the replacement. In such an event the client shall on balance owe twice the amount of the fee agreed.

Article 12. Commitment obligation

The Search & Co Group shall endeavour to present a suitable candidate to the client, who shall offer a high level of service and integrity. Nevertheless, the Search & Co Group gives no guarantee regarding such suitability.

Article 13. Checking

The client is responsible for checking references of the candidate as well as any diplomas obtained by him or her. The client must also be convinced of the suitability of the candidate before offering him or her employment. As an additional service the Search & Co Group also offers the possibility of verifying references and the candidate's entire curriculum vitae. The costs of this will be charged separately, and do not form a part of the standard fee.

Article 14. Liability

The Search & Co Group is not liable for any losses, damage, costs or expenses of the client arising from activities performed by the Search & Co Group. The client shall indemnify the Search & Co Group against all claims by candidates and/or third parties, including the costs of legal assistance provided to the Search & Co Group.

B. General Terms & Conditions pertaining to the Assignment of Temporary Workers

Introduction

The temporary worker relationship

Three parties are involved in the temporary worker relationship: the client, the temporary worker and the temporary employment agency. The following is important for a proper understanding of the relationship between the parties concerned.

The temporary employment contract between the temporary worker and the temporary employment agency is defined in Section 7:690 of the Dutch Civil Code. The essence of this definition is that the temporary employment contract is a special employment contract between the temporary employment agency and the temporary worker whereby the temporary worker is assigned by the temporary employment agency to a client to work under the guidance and supervision of that client. A Collective Bargaining Agreement ('CAO') exists for Temporary Workers which sets forth the legal position and terms and conditions of employment of temporary workers.

The temporary worker in fact works for the client, but no contract exists between them. Two formal relationships govern the assignment of a temporary worker: on the one hand the temporary employment contract between the temporary worker and the temporary employment agency, and on the other the contract for services between the client and the temporary employment agency.

Since the temporary worker in fact works for the client, the client is responsible for issuing instructions and performing supervision in the work place. The client must treat the temporary worker in exactly the same way (and as well) as it does its own personnel. In this regard the temporary employment agency is dependent on the client.

The temporary employment agency has expertise in assigning temporary workers, and in this connection does its absolute best to satisfy the wishes of clients as fully as possible. However, the employment market is too unpredictable to be able to give the guarantee that this will always be possible. Furthermore, the temporary employment agency is all too dependent on clients, the nature of the work, and the wishes of temporary workers.

Before an assignment can actually take place, a number of matters have to be agreed, such as the job or position, the temporary worker to be assigned, the duration of the contract, and the client rate. In general the temporary employment agency shall issue the client written confirmation of these arrangements.

The rate that the client is required to pay the temporary employment agency includes the costs (national insurance costs etc.) of temporary employment as well as an agency margin. Additional arrangements may also be made about the payment of costs to the temporary worker, such as travel expenses.

The temporary worker shall declare his or her hours to the temporary employment agency, in many cases by means of worksheets. The client must also sign these worksheets, so that the temporary employment agency knows that they have been correctly filled out, thus enabling it to pay the wage to the temporary worker. Based on these same worksheets the temporary employment agency then sends the client an invoice.

General terms and conditions

The specific character of the temporary employment relationship (which is for example essentially different from supplying goods or contracting for work) means that a number of matters have to be arranged in an appropriate manner. The General Union of Temporary Employment Agencies [*De Algemene Bond Uitzendondernemingen – ABU*] has taken the initiative of drawing up general terms and conditions. The Search & Co Group observes these general terms and conditions for the assignment of temporary workers.

The most important subjects of the general terms and conditions are explained in brief below. No rights may be exercised under this summary. The full text of the general terms and conditions pertaining to the assignment of temporary workers prevails at all times.

Duration of the contract

The Search & Co Group makes every effort to coordinate the duration of the contract with the client. Two possibilities exist:

- A contract for a specified period of time ('fixed-term'); in this case the agreed period may not be altered unless it is explicitly agreed that this *is* possible. If so a period of notice applies.
- A contract for a flexible period ('for an indefinite period'); in this case notice may always be given with due observance of a notice period, unless this possibility is explicitly ruled out.

The Search & Co Group reserves the right to replace the temporary worker or to terminate the contract if valid reasons exist for doing so, e.g. if the temporary employment contract with the temporary worker ends, or if the client does not pay the invoices punctually.

Liability

The temporary employment agency is dependent on the client for a number of (statutory) obligations arising from its role as the formal employer. These include the termination of the assignment 'at the request of the client' and rules about working hours. The temporary employment agency must, where necessary, be able to rely on the client's cooperation and being able to approach it if expenses arise if it fails in this regard.

Management and supervision of the temporary worker's work and working conditions are the responsibility of the client. The temporary employment agency has no influence in this regard. This means that the client is responsible for this work as well as for safety in the work place. As regards safety, the Working Conditions Act lays down for example that the client is regarded as the 'employer' within the meaning of this act. In extension to these responsibilities, the client is also liable for any damage that arises, and indemnifies the temporary employment agency against it. The client is thus advised to check this aspect of its insurance policy.

Payment

Having received the work sheets, the temporary employment agency pays the wage of the temporary workers. It then makes out its invoice to the client. In order to contain the costs of this system of pre-financing, the temporary employment agency observes a payment period of fourteen days. If payment is late, the client owes interests and any collection costs incurred.

Engagement of a temporary worker

The business of the temporary employment agency is to assign temporary workers to clients that need personnel temporarily. The temporary employment agency makes continual investments – in time and money – recruit temporary workers and to gain their commitment in order to make them employable or keep them available for assignment. This is only possible if temporary workers can actually be assigned for a period of time at the applicable rates. For this reason the general terms and conditions provide that the client may not engage a temporary worker itself so long as the he or she is still engaged by the temporary employment agency or

while the contract in question is still in effect. They also provide that in many cases the client owes additional payment to the temporary employment agency if it engages the temporary worker as soon as it is allowed to do so.

General Terms & Conditions pertaining to the Assignment of Temporary Workers

Article 1. Applicability

- a. These general terms and conditions apply to all offers, contracts and agreements of the Search & Co Group where they relate to the assignment of temporary workers to clients as laid down in Section 7:690 of the Dutch Civil Code.
- b. Any agreements or stipulations that depart from these general terms and conditions are only legally valid if and to the extent that the Search & Co Group affirms such departure(s) in writing.

Article 2. Definitions

The following definitions apply in these general terms and conditions:

- a. **Contract:** the agreement between the client and the Search & Co Group based on which (and in every case to the extent that) a single temporary worker is assigned by the Search & Co Group to the client – which includes the agreement that is renewed through the assignment of a replacement temporary worker – to carry out work under its management and supervision against payment of the client rate.
- b. **Assignment:** the employment of a temporary worker under a contract.
- c. **Temporary employment clause:** the provision in the temporary employment contract between the Search & Co Group and the temporary worker whereby the temporary employment contract ends by operation of law because the assignment of the temporary worker by the Search & Co Group to the client ends at the request of the client (Section 7:691 (2) of the Dutch Civil Code).
- d. **Client rate:** the hourly rate that the temporary employment agency charges the client for a temporary worker, as agreed and where relevant adjusted in conformance with the contract and/or these general terms and conditions.
- e. **Collective Bargaining Agreement for Temporary Workers:** the collective bargaining agreement for temporary workers concluded by the General Union of Temporary Employment Agencies ('ABU') on the one hand and the Dutch Trade Union Federation [*FNV Bondgenoten*], the Christian Trade Union Federation [*CNV Dienstenbond*] and *De Unie* Trade Union on the other.

Introduction to Article 3

The actual assignment of an individual temporary worker must be distinguished from the contract for services between the client and the Search & Co Group. Once the contract ends, the assignment ends as well. But if the actual assignment of a specific temporary worker ends for whatever reason, this does not automatically mean the end of the contract in all cases. In the contract it may be agreed that the Search & Co Group shall at the end of the assignment of a specific temporary worker endeavour to produce a replacement for the remaining duration of the contract. The contract then continues until it legally ends, either by operation of law or by being terminated. If a temporary worker is temporarily unable to work, it may be discussed whether a replacement is needed. Once the temporary worker can resume work again – e.g. after recovering from an illness – then in principle the original temporary worker returns.

Article 3. Contract, assignment and replacement

The contract is entered into for a fixed or indefinite period.

a. Fixed-term contract

1. A fixed-term contract is one that is entered into:
 - for a fixed period, meaning a calendar period established in advance or a period that ends on a date established in advance,
 - or for a specifiable period, meaning a period that ends with an objectively specifiable occurrence (an occurrence that is independent of the will of the parties); more than one occurrences may be specified here, on the understanding that the contract ends with any one of the individual occurrences referred to,
 - or for a specifiable period that does not exceed a fixed period.
2. A fixed-term contract ends by operation of law at the end of the period for which it is entered into.
3. A fixed-term contract may not be terminated prematurely, unless explicitly agreed otherwise in writing.
4. If the possibility of premature termination is agreed, then notice must be given to terminate the contract with due observance of a calendar period of at least fourteen days.

b. Contract for an indefinite period

1. A contract for an indefinite period is one that is not a fixed-term contract.
2. A contract for an indefinite period may be terminated at all times if notice is given unless otherwise agreed in writing. Notice must be given in writing with due observance of a calendar period of fourteen days.

c. Provisions applicable to all contracts

1. The right to terminate a contract (or terminate it prematurely) may be subject to other conditions and/or other specific periods laid down in writing. The client bears the onus of proof that notice has been given in due time.
2. Every contract ends by operation of law if (and at the moment that) the temporary employment contract between the Search & Co Group and the temporary worker ends and this temporary employment contract is not immediately renewed in respect of the same client.
3. Every contract is terminated immediately at the moment that either party invokes termination of the contract because the other party is in default, is declared insolvent, or applies for a moratorium. If the Search & Co Group invokes termination on any one of these grounds, the act of the client upon which the termination is based entails a request on the part of the client to terminate the assignment.

d. The assignment

1. The end of a contract means the end of the assignment in question. Termination of a contract by the client entails a request by the client to the Search & Co Group to terminate the current assignment(s) with effect from the date on which the contract ends legally or the date on which the contract is terminated legally.
2. If the temporary employment contract between the temporary worker and the Search & Co Group contains the temporary employment clause, then the assignment ends at the request of the client at the moment that the temporary worker announces that he or she is not able to carry out the temporary work due to illness or an accident. Where necessary, the client shall be deemed to have made this request. If requested the client shall issue written confirmation of this request to the Search & Co Group.
3. During the term of a contract the client is entitled to request the Search & Co Group in writing to terminate an assignment for a reason other than the one meant in the foregoing paragraph, provided this is agreed in writing in the contract. In the event of such a request, the client shall observe a calendar

period of at least fourteen days. If requested the client shall issue written confirmation of this request to the Search & Co Group.

e. Replacement

1. If an assignment is terminated during the term of a contract, the Search & Co Group is entitled to assignment a replacement for the remaining duration of the contract, provided this is agreed in writing in the contract.
2. If the temporary employment contract between the Search & Co Group and the temporary worker does not contain the temporary employment clause, the client and the Search & Co Group may, if the temporary worker is temporarily unable to carry out the temporary work – such as in the event of illness – agree that the Search & Co Group will temporarily assign a replacement worker. In that case the assignment of the replacement worker ends at the request of the client as soon as the original temporary worker is able to work again and the assignment of the original temporary worker is resumed, unless the parties agree otherwise in writing.
3. The Search & Co Group is entitled at all times to propose to the client that an assigned temporary worker be replaced by another temporary worker, at the same time continuing the contract, doing so with a view to the company or Human Resources policy of the Search & Co Group, preservation of employment or compliance with applicable legislation, in particular the Dismissal Directive for the temporary employment sector. The client may only reject such a proposal on reasonable grounds. If requested, the client shall confirm any such rejection in writing.
4. The Search & Co Group does not fail attributable in respect of the client if, although the Search & Co Group is entitled to replace or reinstate a temporary worker, it nevertheless does not replace or reinstate him or her for any reason whatever. In that case the client is not obliged pay the client rate either, unless the reason for the replacement or reinstatement of the temporary worker is attributable to the client.

Explanation of Article 3e (4)

The client owes the Search & Co Group the client rate for the hours laid down in the contract (see also Article 12a). If the Search & Co Group terminates the assignment without replacing the temporary worker in question, then in principle the client no longer owes the Search & Co Group any further payment. If, however, the Search & Co Group feels compelled to do terminate an assignment without replacement for a reason for which the client is responsible – such as unsafe working conditions or ‘undesirable behaviour’ towards the temporary worker – then the Search & Co Group is entitled to charge the client rate and to charge it for the remaining duration of the contract.

Article 4. Entering into an employment relationship with a temporary worker

- a. In the provisions in this article, entering into an employment relationship with a temporary worker is taken to mean:
 - the client entering into an employment relationship, an agreement for contracting for work and/or a contract for services with the temporary worker;
 - a third party (e.g. another temporary employment agency) assigning the temporary worker in question to the client;
 - the temporary worker entering into an employment relationship with a third party, whereby the client and that third party are affiliated within a group (within the meaning of Section 2:24b of the Dutch Civil Code) or that the one company is a subsidiary of the other (within the meaning of Section 2:24a of the Dutch Civil Code).
- b. In the provisions of this article, a temporary worker is also understood to mean
 - a aspirant temporary worker who is registered with the Search & Co Group;
 - a temporary worker (or aspirant temporary worker) who is presented to the client;

- a temporary worker whose assignment is terminated three months before entering into the employment relationship with the client.
- c. The client is only entitled to enter into an employment relationship with a temporary worker if and to the extent that the following provisions of this article are complied with.
- d. The client shall inform the Search & Co Group in writing if it intends entering into an employment relationship with a temporary worker before actually carrying out such intention.
- e. The client shall not enter into an employment relationship with a temporary worker if and where the temporary worker cannot have the employment contract with the Search & Co Group terminated legally or has not already done so legally, or if and where the client cannot have the contract with the Search & Co Group terminated legally or has done so legally.
- f. If in conformance with the provisions laid down above in paragraphs c. through e. the client within six months following commencement of the assignment enters into an employment relationship with the temporary worker for the same or another job or position, the client shall owe the Search & Co Group the following payment:
 1. If the employment relationship with the temporary worker commences before the temporary worker has been assigned for ten working weeks: payment of 25% of the most recently applicable client rate for the temporary worker in question for a period of six months;
 2. if the employment relationship with the temporary worker commences after the temporary worker has been assigned for ten working weeks but before he or she has been assigned for nineteen working weeks: payment of 20% of the most recently applicable client rate for the temporary worker in question for a period of six months;
 3. if the employment relationship with the temporary worker commences after the temporary worker has been assigned for nineteen working weeks but before he or she has been assigned for twenty-seven working weeks: payment of 15% of the most recently applicable client rate for the temporary worker in question for a period of six months.

In this article the term 'working weeks' is taken to mean weeks in which the temporary worker has been working for the client under the terms of the contract. The client shall also owe the payment referred to in this paragraph if within three months of the assignment to the client having ended the temporary worker applies for a job or position with the client either directly or through third parties, or if within three months of the assignment to the client having ended the client approaches the temporary worker either directly or through third parties, and based on this the client enters into an employment relationship with the temporary worker in question.

- g. If through the intermediary services of the Search & Co Group the temporary worker is presented to a possible client and this possible client enters into an employment relationship for the same or another job or position before the assignment is established, this possible client shall owe payment of 25% of the client rate that would have been applicable to the temporary worker in question for a period of six months if the assignment had actually been established. The client shall at all events owe this payment if the client initially came into contact with the temporary worker through the intermediary services of the Search & Co Group. Furthermore, if within three months of a contact having been established the temporary worker applies for a job or position with the client either directly or through third parties or if within three months of such contact having been established the client approaches the temporary worker either directly or through third parties, and based on this the client enters into an employment relationship with the temporary worker, the client shall owe the payment referred to in the first sentence of this paragraph.

- h. If the client enters into an employment relationship with the temporary worker during the term of a contract that may be terminated prematurely, then the client is entitled decide not to observe the period of notice laid down by the contract. In that case, however, the client is obliged to compensate any damage that the Search & Co Group suffers as a result. Such damage shall be fixed at 30% of the client rate for the period of notice not observed for the contract in question. In addition, the client must make the payment referred to in paragraph f. of this article.
- i. If the client enters into an employment relationship with the temporary worker during the term of a contract that may not be terminated prematurely, then the client is obliged to pay the agreed client rate for the temporary worker in question for the remaining duration of the contract. In addition, the client must make the payment referred to in paragraph f. of this article.
- j. The client rate, as referred to in various paragraphs of this article, is calculated for the most recently applicable or normal number of hours or hours' overtime worked in each period (e.g. week, month etc.) laid down by the contract or general terms and conditions, as if the contract had been formed or not terminated, at a minimum of 20 hours per week.

The provisions of Article 16 of these general terms and conditions are also applicable to the payments charged under the provisions of Article 4.

Article 5. Prohibition on or conditions governing suspension of the employment of temporary workers

- a. The client is not entitled to suspend the employment of a temporary worker temporarily, unless otherwise agreed in writing.
- b. If it is agreed that the client is entitled to suspend the employment of a temporary worker temporarily while the contract remains in effect, and the temporary worker is temporarily without work or the client is unable to employ the temporary worker temporarily, then the client shall not owe the client rate for the duration of such suspension, provided at the request of the Search & Co Group the client demonstrates that there *is* no work temporarily or that the temporary worker cannot be employed and the Search & Co Group is successfully able to invoke an exemption from the obligation laid down by the Collective Bargaining Agreement for Temporary Workers to continue paying the temporary worker's wage.
- c. If the client is not entitled to suspend employment of the temporary worker temporarily, but the client temporarily has no work for the temporary worker or is unable to employ the temporary worker, then for the duration of the contract in question the client is obliged to pay the Search & Co Group the full client rate for the most recently applicable or normal number of hours or hours' overtime worked in each period (e.g. week, month etc.) laid down by the contract.

Article 6. Job/position and working hours

- a. Once a contract is formed, the client shall make known the job description of the position the temporary worker shall occupy. If at any moment it turns out that this job description does not correspond to the position in question, then the client shall immediately provide the Search & Co Group with an accurate job description, without prejudice to the provisions of Article 12 and 17. The job or position, as indicated here, may be modified during the term of the contract if the temporary worker makes a reasonable claim to such modification, thereby relying on good employment standards or legislation (as well as impending legislation), the Collective Bargaining Agreement for Temporary Workers or case law.
- b. A temporary worker's working hours, the number of hours worked by him or her and periods of rest shall correspond to the hours and periods normally observed by the client, unless otherwise agreed in the contract. A temporary worker's working hours, number of hours worked by him or her and periods of rest shall not exceed or be fewer than the hours and periods the client is allowed to observe by law.

- c. A temporary worker works overtime if he or she works for a number of hours exceeding the normal number of working hours per day or per week applicable to the sector in question or the number of hours laid down in the regulations or in a work roster.
- d. Temporary workers' holidays and special leave arrangements are regulated in conformance with legislation and the Collective Bargaining Agreement for Temporary Workers.
- e. Upon entering into a contract – and, if and to the extent foreseen upon entering into a contract, at all events as soon as possible – the client is required to inform the Search & Co Group about the client's company closures. The client is obliged to inform the Search & Co Group in such due time as to enable the Search & Co Group to have this accommodated in its legal relationship with the temporary worker.

Article 7. Temporary work and participation in decision making

- a. The client is obliged to allow any temporary worker who is a member of the Works Council of the Search & Co Group or the Works Council of the client the opportunity to exercise his or her rights of participation in decision making in conformance with the Works Councils Act.
- b. If a temporary worker exercises rights of participation in decision making in the enterprise of the client, then the client is obliged to pay the temporary employment agency the client rate for any hours that the temporary worker carries out work related to such participation during working hours.
- c. If during working hours the temporary worker carries out work within the scope of his or her membership of the Works Council of the Search & Co Group, the client shall not owe the client rate for these hours.

Article 8. Assignment and selection

The client shall provide the Search & Co Group accurate information about the job or position, working hours, the number of hours to be worked, work, place of work and working conditions relating to the temporary worker as well as information about the envisaged duration of the contract. The Search & Co Group shall correlate this information provided by the client with the roles, capacities and availability for assignment of the temporary workers qualifying for temporary work. On this basis the Search & Co Group shall do its best to determine which temporary worker shall be assigned under the contract. Within these parameters the Search & Co Group may choose which temporary worker to assign entirely at its own discretion.

Article 9. Proper management and supervision: good clienthood

- a. Regarding the management and supervision of the temporary worker and in regard to the actual performance of the work in question, the client shall conduct itself with the same care that it is obliged to exercise in relation to its own employees.
- b. The client is not permitted in its turn to 'second' a temporary worker to a third party; i.e. to assign him or her to a third party for carrying out work under the management or supervision of this third party. The term secondment is understood to include secondment to any person (including an artificial legal person) with which the client is affiliated in a group, within the meaning of Section 7:691 (6) of the Dutch Civil Code.
- c. The client may, in departure from the terms of a contract or general terms and conditions, only employ a temporary worker if the Search & Co Group and the temporary worker in question give their prior written consent.. Conditions may be attached to such consent.
- d. A temporary worker may only be employed abroad for a specified period of time, and if agreed in the contract, and if the temporary worker agrees to this in writing.

Article 10. Safety guarantee and indemnification

- a. The client shall have the places in which or the implements and tools with which it has the temporary worker carry out work equipped and maintained and, regarding work to be carried out by the temporary worker, take measures and issue instructions such as are reasonably necessary in order to prevent the

temporary worker from suffering damage, in the broadest sense of the word, in the course of his or her work. The client declares that it is fully aware of the provisions of Section 7:658 of the Dutch Civil Code (and in particular Section 7:658 (4) of the Dutch Civil Code) as well as the obligations incumbent upon it regarding temporary workers in pursuance of the Working Conditions Act. The client indemnifies the Search & Co Group against any claims brought against it by the temporary worker that are based on these provisions.

- b. The client shall provide information to the Search & Co Group and to the temporary worker before the temporary employment begins about the occupational qualification required of the temporary worker, as well as a document containing the specific description of the job he or she will carry out.
- c. If the temporary worker sustains a company accident or occupational illness, the client shall inform the competent authorities of this immediately and ensure forthwith that a report is drawn up about it describing the circumstances of the accident or illness in such a manner that a reasonable degree of certainty can be gained from it whether and to what extent the accident or illness was the result of the fact that inadequate measures had been taken to prevent such a company accident or occupational illness.
- d. The client shall compensate the temporary worker for all damage (including costs together with the actual costs of legal assistance) that the temporary worker suffers in carrying out his or her temporary employment, unless the client proves that the obligations listed in paragraphs a., b. and c. above have been complied with in their entirety or that the damage is to a significant degree the result of intent or deliberate recklessness on the part of the temporary worker. If the company accident results in death, then the client is obliged to compensate for damage the persons referred to in Section 6:108 of the Dutch Civil Code (including costs together with the actual costs of legal assistance) under the conditions listed in this regard in conformance with this statute.
- e. The client shall compensate the temporary worker for all damage (including costs together with the actual costs of legal assistance) that the temporary worker suffers as a result of any item used by and belonging to him or her in the scope of the work he or she is instructed to perform that is damaged or destroyed. The client shall indemnify the Search & Co Group against all claims in this regard.
- f. The client shall take out adequate liability insurance to cover all eventualities listed in the provisions of paragraphs a. through e. above.

Explanation of Article 10

The client's attention is drawn to the fact that in the Working Conditions Act it qualifies as the 'employer' of the temporary workers in its enterprise, and for this reason must (also) comply with the rules laid down in respect of these temporary workers by or in pursuance of this Act. Under the Working Conditions Act the client must, before any temporary work commences, also provide a so-called working conditions document [arbodocument] to the Search & Co Group, which must pass on this document to the temporary worker in question.

Section 7:658 (4) of the Dutch Civil Code prescribes that a temporary worker can make a direct claim against the client for any damage suffered as a result of a company accident. This is also logical, as the temporary worker works under the complete management and supervision of the client, which is responsible for the working conditions of the temporary worker.

Article 11. Special exemption from liability for damage and indemnification

- a. The Search & Co Group is not liable to the client for any damage or losses that temporary workers cause the client or third parties.
- b. The Search & Co Group is not liable to the client for any commitments or obligations entered into by temporary workers vis-à-vis the client or third parties, whether or not any such commitment or obligation has been entered into with the permission of the client or these third parties.
- c. The client indemnifies the Search & Co Group against any liability (including costs together with the actual costs of legal assistance) on the part of Search & Co Group as the employer of a temporary worker arising – directly or indirectly – from damage or losses that are caused by the temporary worker to the client or third parties or that are the result of commitments or obligations entered into by a temporary worker vis-

à-vis the client or third parties, whether or not any such commitment or obligation has been entered into with the consent of the client or these third parties.

- d. The client shall take out adequate insurance in order to cover the above indemnification as well as to cover any liability upon which it is based.

Article 12. Hourly wage and client rate

- a. The client shall owe the Search & Co Group the client rate plus any supplements payable by the Search & Co Group to the temporary worker, for the hours that the Search & Co Group may charge the client based on the contract and/or the Search & Co Group's general terms and conditions.
- b. For the duration of the contract the temporary worker's hourly wage shall be fixed in conformance with a rate no less than that laid down by the applicable rules under the law and the Collective Bargaining Agreement for Temporary Workers, which wage shall also depend on the job description that the client provides with the contract. If at any moment it is determined that the actual job (or modified job) performed by the temporary worker should result in payment of a higher hourly wage, then the Search & Co Group shall correct the temporary worker's hourly wage and the client rate correspondingly, and the client shall owe the Search & Co Group this corrected rate from the moment that such correction is implemented.
- c. If during the term of a contract the temporary worker's job or position changes in the sense that it corresponds with work that is classified at a lower level, this will have no effect on the hourly wage or client rate.
- d. The provisions laid down in paragraphs b. and c. do not affect the fact the prior written consent of both the Search & Co Group and the temporary worker are required to the change in the job or position in question.
- e. If a temporary worker is replaced by another temporary worker, the hourly wage of the replacement must be established independently on the basis provided in paragraph b., and the client rate shall be adjusted accordingly.

Article 13. Adjustment of the client rate

- a. The Search & Co Group is in any case entitled to adjust the client rate during the term of a contract if the hourly wage of a temporary worker is raised and/or by reason of any (one-off) obligatory special benefit(s) owed to temporary workers that is/are chargeable to the client. The Search & Co Group is in any case entitled to raise the client rate as well if the costs of temporary work increase:
 - 1. as a result of any amendment to the Collective Bargaining Agreement for Temporary Workers or to the Collective Bargaining Agreement and/or employee benefits scheme applicable to the client;
 - 2. as a result of amendments to or in consequence of acts of law and/or legislation, including amendments to or in consequence of social and tax acts of law and legislation, the Collective Bargaining Agreement for Temporary Workers or any binding regulation;
 - 3. as a result of an increase in costs, in the broadest sense of the word, associated with the work of the temporary worker.
- b. If through any cause attributable to the client the hourly wage and/or rate has/have been fixed at a level that is/are too low, then the Search & Co Group is entitled – even with retroactive effect – to adjust the hourly wage and the client rate to the correct level. The Search & Co Group may also charge the client for any resulting shortfall in payment as well as any associated costs incurred by the Search & Co Group.

Article 14. Special minimum payment obligations

If:

1. a temporary worker reports at the agreed time and place for work but the client does not consider him or her capable of commencing the work, or,
2. given the contract the temporary work involved shall take less than fifteen hours a week and the times at which such work should be carried out are not laid down, or if the extent of the temporary work is not laid down or not laid down clearly and unambiguously,

then the client is obliged to pay the Search & Co Group the client rate per call or shift, calculated at no fewer than three working hours, without prejudice to the client's other obligations to the Search & Co Group.

Article 15. Invoices based on time sheets

- a. The Search & Co Group's invoices are generally drawn up based on time sheets signed by the client, which are binding upon the client.
- b. By signing these time sheets, the client ensures the correct number of hours and hours' overtime worked as well as all other information is stated clearly, and that any expenses incurred are listed truthfully, and furthermore that the number of hours and hours' overtime worked has no been exceeded that which has been agreed. The client shall keep a signed copy of the time sheet for its own records.
- c. In the event of any difference between a time sheet submitted to the Search & Co Group and the copy of it kept by the client, the time sheet submitted to the Search & Co Group shall constitute full proof of the amount owed as stated on the invoice.
- d. If a temporary worker disputes the content of the client's time sheet and the client fails to meet the obligations laid down in paragraph b., then the Search & Co Group is entitled:
 1. either:

to fixed the amount of time worked at the number of hours worked in one full working week applicable to employees on the client's payroll. If, however, the parties have expressly and writing departed from this in the contract, then the temporary employment agency is entitled to fixed the amount of time worked at the full number of hours agreed in the contract for the period in question.
 2. or:

to fixed the number of hours worked at the number declared by the temporary worker, unless the client is able to prove that such declaration is incorrect and the Search & Co Group is able to obtain the evidence in a timely manner and may use it in full both in and out of court.

Article 16. Payment and consequences of default in payment

- a. The client is obliged at all times to pay every invoice submitted by the Search & Co Group within fourteen calendar days of the invoice date. If an invoice is not paid within this period, then from that moment the client is in default by operation of law and shall owe interest at the rate of one per cent per month, part of a month counting as a full month. The client is not permitted to suspend or set off any payment.
- b. Debts can only be discharged by payments made to the Search & Co Group or members of the Search & Co Group or a third party designated in writing by the Search & Co Group. Neither payments nor advances paid to temporary workers are binding, nor can they at any time constitute grounds for redeeming or setting off debts.
- c. A duplicate or copy possessed by the Search & Co Group of any invoice sent by the Search & Co Group counts as full proof of the indebtedness of interest and the date from which interest is payable.
- d. Any complaint about an invoice must be submitted to the Search & Co Group within ten calendar days of the invoice date. Following this period the client's right to complain lapses. However, a client is not permitted to invoke suspension or set-off of its obligation to make payment if it submits such complaint.
- e. All collection costs shall be borne entirely by the client. Compensation for out-of-court costs is fixed at 15% of the principal sum owed, including interest, at a minimum of EUR 226.89 for each debt. Once legal assistance is engaged by the Search & Co Group or the third party entitled to payment, or once the Search

& Co Group has referred the debt for collection, such compensation shall be charged without any further proof being furnished and shall be payable by the client.

Article 17. General compensation

Any client that fails to comply with the obligations arising from these general terms and conditions, in particular the obligations laid down in articles 3 (d. paragraphs 2 and 3), 3 (e. paragraph 3), 4 (paragraph c.), 6 (paragraph a. and e.), 7 (paragraph a.), 9 (paragraph a., c. and d.), 10 (paragraphs a., b., c., d. and e.), 11 (paragraphs c. and d.), 15 (paragraph b.), 20a and 20b (paragraphs a. en b.), shall be obliged to compensate the Search & Co Group for all ensuing damage and losses (including all costs together with the costs of legal assistance), without prior notice of default being required, and if necessary it must indemnify the Search & Co Group in this regard. This does not affect the fact that the Search & Co Group may institute any other claims, such as a claim for performance, or may take other legal measures, such as invoking termination of a contract. The provisions of this article apply generally, regarding both – where necessary additionally – matters in which the obligation to make compensation is already laid down separately in these general terms and conditions and matters in which this is not the case. The provisions of this article at no time affect the obligations arising from article 4.

Explanation to article 17

Pursuant to legislation and these general terms and conditions, the client has a number of obligations (including employer obligations) to the temporary worker and the temporary employment agency. The fact is that the temporary employment agency is dependent on the client for a number of employer obligations. If the client fails to perform its obligations to the temporary employment agency, and this agency is consequently unable to perform its obligation to the temporary worker, then the temporary employment agency must be able to hold the client liable.

Article 18. Prevention of unacceptable discrimination

In order to prevent unacceptable discrimination, in particular based on religion, personal convictions, political orientation, sex, race or any other grounds whatever, the client may not impose any requirements that are not relevant to a job or position when providing information about the temporary employment in question, nor may such requirements be taken into consideration by the Search & Co Group.

Article 19. Liability of the Search & Co Group

- a. As a sound and reliable contractor, the Search & Co Group is obliged to endeavour to execute all contracts properly. If and to the extent that the Search & Co Group fails to perform this obligation, then the Search & Co Group is liable, with due observance of the provisions laid down below in paragraph c., to compensate any ensuing direct damage or losses on the part of the client, provided the client submits a written complaint to the Search & Co Group as soon as possible but no later than three months following the occurrence or discovery of such damage or losses, at the same time demonstrating that such damage or losses are the direct result of an attributable failure on the part of the Search & Co Group.
- b. Where necessary and in departure from the provisions of the foregoing paragraph, the Search & Co Group is not liable for any damage or losses resulting from the incorrect selection of a temporary worker, unless within seven calendar days following the assignment the client submits a written relevant complaint to the Search & Co Group demonstrating that this incorrect selection was the direct consequence of intent or deliberate recklessness on the part of the Search & Co Group.
- c. Any liability and/or obligation of the Search & Co Group to compensate damage on the part of the client based on these general terms and conditions or any reason whatever, is limited to a maximum of 20 per cent of the client rate applicable to the temporary worker under the contract in question for the envisaged duration of the contract, up to a maximum of 26 weeks. This maximum no longer applies in the event of

intent or deliberate recklessness on the part of the Search & Co Group. Liability of the Search & Co Group for indirect damage, including consequential damage, loss of profit, lost savings and any damage or loss due to business interruption, is ruled out completely.

- d. In any case, the Search & Co Group does not fail to perform its obligations to the client and shall not be obliged to compensate for any damage:
1. if the Search & Co Group does not process an application by the client to assign a temporary worker;
 2. if for any reason contact between the client and the Search & Co Group prior to a possible contract, including any concrete application by the client to assign a temporary worker, does not result in the actual assignment of a temporary worker;
 3. if for any reason the Search & Co Group is not or no longer able to assign a temporary worker in conformance with the contract in question.

Explanation of article 19

The nature of the service provided by the temporary employment agency and the fact that it involves assigning persons, entails an obligation to perform to the best of its ability. commitment. This means that the temporary does not guarantee any result, but must endeavour to execute the contract in conformance with the agreements made. If the temporary employment agency does not endeavour to do so, then the temporary employment agency can also be held liable for any damage or loss that the client suffers as a result. This liability on the part of the temporary employment agency is not, however, unlimited, but is rather limited to a maximum amount. This limitation does not apply, however, if it turns out that there was intent or deliberate recklessness on the part of the temporary agency.

As regards any incorrect selection of a temporary worker by the temporary employment agency, the special rule applies that the temporary employment agency is only liable for any damage if there was 'intent or deliberate recklessness' on its part. Here, too, however, the liability of the temporary employment agency is not unlimited.

In some instances liability on the part of the temporary employment agency is ruled out, e.g. if the agency does not succeed in honouring an application by the client or if the temporary worker in question does not wish or no longer wishes to cooperate with an agreed assignment. In this case the client is required to submit a written complaint within the period laid down in this article. This is necessary in order to establish absolute clarity about the substance of the complaint as well as to investigate and adjudicate it. Complaints submitted following a prescribed period may not result in any obligation on the part of the temporary employment agency to pay compensation.

Article 20a. Foreign Workers Employment Act

Any client to which the Search & Co Group assigns an alien states that it is fully aware of the terms of Section 15 of the Foreign Workers Employment Act, which includes the provision that when an alien commences work it is required to receive a copy of the document referred to in Section 1 of the Compulsory Identification Act. Based on this document the client establishes the identity of the alien and adds a copy of this document to its records.

Article 20b. Personal data of the temporary worker

- a. The client shall treat with confidentiality all registered personal data of a temporary worker made known by the Search & Co Group regarding and for the duration of the contract, and, more in particular, shall process it in accordance with the terms of the Personal Data Protection Act.
- b. The client shall inform the temporary worker about personal data registered in his or her name and the manner in which and for what purpose these data are processed.

Article 21. Confidentiality

At the particular request of the client, the Search & Co Group shall in its relationship with the temporary worker stipulate that he or she observes full secrecy regarding confidential information about the client and its business activities. The Search & Co Group is not, however, liable for any damage on the part of the client resulting from any breach by the temporary worker of his or her obligation to observe secrecy.

Article 22. Intention of these general terms and conditions

If one or more provisions of the contract or these general terms and conditions turn out not to be legally valid or cannot be applied legally, then the remainder of the contract and the general terms and conditions shall remain in effect. Any provisions that are not legally valid or that cannot be applied legally shall be replaced by provisions that come as close as possible to the intention of the lapsed provisions, in such a way that the replacement provisions *are* legally valid. The intention of the headings of the articles of these general terms and conditions is purely to provide information, and no rights may be exercised under them.

Article 23. Choice of forum

Any disputes arising from or connected with a legal relationship between parties to which these general terms and conditions apply, shall in the first instance be settled by none other than the competent court of the district of Amsterdam.

Statutory provisions

The following is an extract of the statutory provisions cited in these general terms and conditions.

Section 3:37 (1) of the Dutch Civil Code

1. Unless otherwise provided, statements, including notifications, may be made in any manner, and they can be implied in one or more forms of conduct.

Section 6:108 of the Dutch Civil Code

1. If a person dies as a result of an event for which another person is liable to him, that other person must compensate the loss from deprivation of support:
 - a. to the spouse where the spouses were not separated from bed and board, the registered partner and the minor children of the deceased, at least up to the amount of the maintenance to which they are entitled by law;
 - b. to other relatives by blood or marriage of the deceased, provided that, at the time of his death, the deceased wholly or partly maintained them or was obliged to do so by court order;
 - c. to the persons who, before the event giving rise to liability, lived with the deceased as his family and were wholly or largely maintained by the deceased, to the extent that it can be assumed that the situation would have continued, had the death not occurred, and that these persons cannot reasonably provide adequately for their own maintenance.
 - d. To the person who lived together with the deceased as family and to whose maintenance the deceased contributed by attending to the common household, to the extent that such person suffers loss, because, after the death, other arrangements must be made to provide for the household.
2. In addition, the person liable must compensate the person who has borne the cost of the funeral expenses, to the extent that they are appropriate to the circumstances of the deceased.
3. The person against whom a claim for damages is made pursuant to the preceding paragraphs shall have the same defence as he would have had against the deceased.

Section 7:658 of the Dutch Civil Code

1. An employer is obliged to make such provisions for the organisation and maintenance of the places in which and the implements and tools with which he has the work performed and to take such measures and issue such directions for the performance of the work as may reasonably be deemed necessary to prevent the employee from suffering damage in the course of his work.
2. An employer shall be liable to an employee for any damage which the employee suffers in the course of his work, unless he shows that he performed the obligations referred to in paragraph 1 or that the damage was to a large extent the result of intent or deliberate recklessness on the part of the employee.
3. There shall be no derogation from paragraphs 1 and 2 and from the provisions of Title 3 of Book 6 with regard to the liability of the employer to the detriment of the employee.
4. A person who, in the conduct of his profession or business, causes work to be performed by a person with whom he does not have a contract of employment shall be liable in accordance with paragraphs 1 to 3 inclusive for the loss suffered by such person in the conduct of his activities. The subdistrict court has jurisdiction in respect of claims based on the first sentence of this paragraph.

Section 7:690 of the Dutch Civil Code

A secondment contract is a contract of employment whereby, within the framework of the conduct of a profession or business of the employer, the employee is assigned by the employer to a third party in order to perform work under the supervision and direction of the latter by virtue of a contract for services granted by the latter to the employer.

Section 7:691 (2) of the Dutch Civil Code

2. In a secondment contract it may be stipulated in writing that such contract shall end by law because the assignment of the employee by the employer to a third party referred to in Section 690 ends upon the request of such third party. If a stipulation referred to in the preceding sentence is included in a secondment contract, the employee may forthwith give notice of termination of that contract.

C. Signature

Signed in Amsterdam on 3 January 2011



M. van Uden
General Director, Search & Co Group

D. Annex: amendments since 2 May 2007

3 January 2011

Removed article A.14 (Rejection) from these terms & conditions

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18 March 2010

Removed ICT & Co B.V. and FinanceSearch B.V. from these terms & conditions.

16 March 2009

Decrease of recruitment fee from 25 to 20%. Change of calculation method in Article A.5.

20 November 2008

Change to new design, no content changed

20 May 2008

Change of FinanceSearch b.v. (in the process of formation) to FinanceSearch b.v. Several changes to Article A.6.

19 March 2008

Addition of DutchExpats b.v. (in the process of formation)

10 January 2008

Addition of FinanceSearch b.v. (in the process of formation)

4 September 2007

Addition of PAsearch b.v. (in the process of formation)

8 August 2007

Change of ICT & Co b.v. (in formation) to ICT & Co b.v., and Creativen.com b.v. (in formation) to Creatieven.com b.v.

Change of MediaSearch b.v. to MediaSearch, and Marketing & Co to Marketing & Co b.v.

Article about general terms and conditions of RedactiePartners b.v. deleted because of sale of interest.

decrease in fee for recruitment & selection from 25% to 20%.

2 May 2007

Addition of ICT & Co b.v. (in formation) (new activity) and Creatieven.com b.v. (in formation) (hive-off of business unit of Redactie & Co Uitzending b.v.)