

General Terms and Conditions of MILES Holding BV**Clause 1: Definitions**

In these General Terms and Conditions the following definitions shall apply:

1. MILES international payrolling B.V. ("MILES")

the party that supplies workers on the basis of a contract to the client(s) of its customers.

2. Worker

general term referring to both a payroll worker and a temporary agency worker:

a. payroll worker:

any natural person (male/female) recruited and selected by the customer and registered with MILES, who has entered into an agency work employment contract within the meaning of Article 7:690 of the Dutch Civil Code with MILE, for the purpose of carrying out work under the direction and supervision of their customer.

b. temporary agency worker:

any natural person (male/female) recruited and selected by a temporary agency and registered with MILES, who has entered into an agency work employment contract within the meaning of Article 7:690 of the Dutch Civil Code with MILES, for the purpose of carrying out work for a customer under the direction and supervision of that customer.

3. Customer

any natural or legal person who has a worker carry out activities under their direction and supervision in the context of an assignment, as defined in paragraph 4 of this Clause.

4. Assignment

the contract between a customer and MILES on the basis of which a single worker is made available by to their customer in order to carry out activities under their direction and supervision, for payment of the customer charge, with an employment contract with or without agency clause being agreed between MILES and the worker, including a contract that is continued by a replacing worker, if any replacement occurs.

5. Supply

the provision of a worker in the context of an assignment.

6. CLA

the Collective Labour Agreement. The applicable CLA can be consulted on the website www.miles-hc.com.

7. Agency Clause

the written provision in the employment contract between MILES and the temporary agency worker and/or in the CLA that provides that the employment contract terminates by operation of law due to the supply of the temporary agency worker by MILES terminating at the request of their customer (Article 7:691 paragraph 2 of the Dutch Civil Code).

8. Customer Charge

the charge payable by the customer to MILES, excluding supplements, expenses and value added tax. The charge is calculated per hour, unless otherwise agreed in writing.

9. Hirer's remuneration

the remuneration applicable by law to an employee employed by the customer, employed in a position identical or equivalent to the position that the worker carries out for this customer. According to the CLA the hirer's remuneration comprises the following elements:

- a. the applicable period wage in the scale;
- b. the applicable working hours reduction, which may, at the discretion of the customer and MILES, be paid in time or money;
- c. bonuses for overtime, shifted working hours, irregular hours
- d. (including public holiday bonus) and shift bonus;
- e. initial wage increase, size and time as determined in the customer's organisation;

- f. one-off payments, where these form part of the initial wage increase agreed in any year in the customer's organisation and the worker is employed by MILES at the time they are awarded;
- g. allowances, insofar as MILES is permitted to pay the same exempt of wage tax and social security contributions;
- h. period-linked salary amounts, size and time as determined in the customer's organisation.

10. Students/Secondary School Pupils:

CLA: all students and secondary school pupils who are taking a course of daytime study and carry out work for MILES during the period between 1 January and 31 December of any year. As evidence that the worker is a student or secondary school pupil the customer should provide to MILES a copy of the proof of registration at the educational institution.

11. CLA ABU:

Algemene Bond Uitzendondernemingen www.abu.nl

12. Week

The calendar week that begins at midnight on Monday morning and ends at midnight on Sunday night.

Clause 2: Introduction and explanation**General**

This document comprises the General Terms and Conditions of MILES.

These terms and conditions apply to the supply of workers, under a contract for services, by the following subsidiaries:

- MILES payrolling B.V.
- MILES international payrolling B.V.

For a proper understanding of the relationships between all the parties concerned and the background to these general terms and conditions, the following information is relevant.

MILES international payrolling B.V.

MILES provides back office services. These include: temporary employment and secondment agencies, payrolling agencies, recruiters, customers such as accounting and administration firms etc.

The difference between a temporary agency worker and a payroll worker is determined by who carried out the selection of the worker. For a temporary agency worker recruitment & selection are carried out by the temporary agency for a payroll worker a direct customer of MILES has recruited and selected the worker themselves.

The worker and MILES have entered into what the legislation refers to as an **agency work employment contract**.

This is a special employment contract, in which MILES makes the worker available to a customer to carry out activities under the direction and supervision of its customer. The worker is therefore officially employed by MILES.

Two versions of the agency work employment contract exist: either the worker is employed Under an agency work employment contract with an 'agency clause' or the worker is employed under an agency work employment contract without an 'agency clause'.

An agency work employment contract *with* an agency clause means that the end of the placement is automatically the end of the contract between the worker and MILES. This is generally referred to as **temporary employment**.

An agency work employment contract *without* an agency clause means that the end of the placement is not automatically the end of the contract between the worker and MILES. This is generally referred to as **secondment**.

MILES uses the term temporary employment to refer to workers who have an agency work employment contract to which the agency clause applies and uses the term secondment to refer to workers who have an agency work employment contract to which the agency clause does not apply. For secondment, the agency work employment contract without an agency clause is referred to as the **employment contract**.

The workers' legal position and employment terms are regulated by the Collective Labour Agreement for Employees of the Algemene Bond Uitzendondernemingen (ABU - association of private employment agencies). MILES is a member of this association for private employment agencies.

No employment contract exists between the worker and the customer. However, the worker actually works for the customer. The customer is responsible for directing and supervising the worker's activities.

The key aspects of the General Terms and Conditions are explained briefly below.

The duration of the assignment

The duration of the assignment is tailored as much as possible to the needs of the customer. There are three options:

- An assignment for a flexible period (agency work employment contract with 'agency clause');
- An assignment for a specified period, also known as a 'fixed period': this cannot be terminated early unless explicitly otherwise agreed in writing;
- An assignment for an (as yet) unknown period, also known as an assignment for an 'indefinite period'. This can always be terminated by giving notice, unless it has been specifically agreed that termination is not possible (or not possible for a specified period).

In all cases, the assignment can be terminated if the other party does not comply with its obligations for a reason for which it can be held responsible or is unable to pay (for example due to insolvency).

The assignment also terminates if the employment relationship between MILES and the worker comes to an end, for example because worker finds a job elsewhere.

Carrying out direction and supervision / liability

MILES is responsible for complying with a number of obligations (under statute), arising from its official position as the employer. For example, in addition to observing working time regulations, verifying the identity of the worker and providing the worker with a document detailing the working conditions ('*Arbodocument*'). MILES has to be able to rely on the customer cooperating when required and to claim back any costs incurred if they fail to do this on time or at all.

As stated, the customer is responsible for directing and supervising the worker's activities (and the way they are carried out). MILES has no influence over these activities and the circumstances in which they are performed. The work and the working conditions are therefore the responsibility of the customer.

The customer is expected to instruct, supervise and treat the worker just as well as its own employees. For example, under the Dutch Working Conditions Act the customer is the worker's 'employer' within the meaning of that Act.

By extension of this responsibility the customer is also liable for any damage or loss that may arise. The customer is therefore advised to check its insurance policy in this respect, and if required to adjust these as such.

Charges

The charge payable by the customer to MILES includes the work costs (wage costs, wage tax, social security contributions etc.), a contract management fee for MILES unless otherwise agreed in writing.

In determining the worker's remuneration and other employment terms, consideration will be given to the Collective Labour Agreement for Employees of the Algemene Bond Uitzendondernemingen (ABU).

However, in order to determine the correct remuneration, MILES is dependent on the information provided by the customer concerning the applicable remuneration arrangements and any wage increases by its customer.

This information shall be communicated to MILES by the customer, unless otherwise agreed in writing.

Given that the work costs can also increase during an assignment due to, for example, (periodic or general) wage increases, changes to the Collective Labour Agreement and changes to contributions, governmental measures, as well as changes in any (operational expenses) MILES is entitled to implement changes to the charges payable due to such cost price increases during the assignment.

Invoicing and payment

MILES shall carry out invoicing to the customer, payment to the worker based on the time registration provided to MILES the customer on a weekly/monthly basis. Time registration may take place using a time registration form (timesheet) or by the supply of an electronic time file or possibly by another means. Unless otherwise agreed.

As the customer supplies and/or edits this information, MILES is entitled to rely on the accuracy of the hours, expenses and other information.

The worker is at all times entitled to view and check the reported hours. The worker has access to their online files for this purpose.

Invoices should be paid by the customer within 14 days, unless otherwise agreed in writing. Agreement shall be reached in advance between the customer, and MILES on how the invoice amounts should be collected.

Clause 3: Application

1. These General Terms and Conditions apply to all offers, assignments and other agreements by MILES relating to the supply of workers to and their customers.
2. Any purchasing terms or other standard terms of the customer shall not apply.
3. Any variation to these General Terms and Conditions shall only be valid if agreed in writing, and shall only apply to that specific agreement.

Clause 4: Registration of the worker

1. The customer (digitally) registers the worker with MILES by correctly completing and uploading the necessary information and documents. The registration must be received by MILES no later than [one] day before the intended start date of the employment contract. If in exceptional cases at the request of the customer MILES enters into an employment contract with a worker with retroactive effect (i.e. where the start date of the employment contract predates the date of registration of the worker), the customer shall reimburse MILES for any damage or loss that has been or may in future be suffered by MILES, including but not limited to fines imposed by the Dutch tax authority, as a consequence of the late registration of the worker.
2. MILES reserves the right not to accept a registration for processing (and therefore not to enter into an employment contract with the worker). Registration does not create an employment contract between the worker and MILES. The employment contract shall only be created once MILES has confirmed this by issuing a (digital) confirmation of temporary employment or secondment.
3. The customer shall ensure that MILES is fully informed before entering into the employment contract regarding the employment history of the worker with their customer. If the customer provides incorrect or incomplete information concerning the worker's employment history, the customer shall reimburse MILES for any damage or loss that has been or may in future be suffered by MILES as a consequence of that incorrect or incomplete information.
4. MILES is entitled to postpone or suspend the commence of the supply of the worker, if the customer objects to the order confirmation or if the data supplied by the customer are not correct or complete. In such cases, MILES will in no way be held responsible by the customer.
5. The customer shall check the worker's original identity document carefully to ensure that it is genuine and valid. The employee's identity should also be verified, in connection with the possibility of mistaken identity. The customer shall then retain a properly legible copy of the identity document (in the case of an identity card both the front and back of the card should be copied) and the residence and work permit (both sides) (if applicable) in their administration and upload a legible electronic scan of the identity document in JPEG or PDF format and of the residence and work permit (if applicable) to MILES. The customer consents to MILES, and on occasion also MILES certification body, conducting random checks of this procedure at the premises of the customer. The customer is responsible for compliance with applicable laws and regulations in respect of access by the worker to the Dutch labor market and is responsible for applying for licenses, etc. If incurs any cost, or

if a fine is imposed upon MILES, eg. Under the Foreign Workers Act (Wet Arbeid Vreemdelingen), this fine will always be borne by the customer.

6. MILES and its customer use special verification software to verify that the scanned identity documents are genuine. The activities involved in this check are carried out by the customer unless otherwise agreed in writing.
7. MILES is not liable for any damage or loss resulting from the utilization of workers who turn out not to satisfy the requirements set by the customer, regardless of whether the recruitment was carried out by the customer.

Clause 5: Prevention of unfair discrimination

The customer is not permitted to practise any unfair discrimination against the worker, on grounds of religion, life philosophy, political persuasion, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or on any other grounds.

Clause 6: Worker's personal information

1. MILES processes the personal information of workers working for the customer where necessary (i) to establish and maintain a commercial relationship with the customer, (ii) to inform the workers about new opportunities, (iii) for normal internal use within MILES, such as financial administration and book-keeping, legal purposes and management functions and (iv) for organisation and representation of legal claims and proceedings and for compliance with court judgments and other legal obligations and requirements. MILES only processes sensitive personal information where required to comply with its legal obligations, with the consent of the party concerned or where otherwise permitted by or pursuant to legislation. MILES may pass on the personal data obtained from its customer if necessary to achieve the objectives of the business relationship. These data may only be passed on to another MILES entity and subcontractors (such as data processors) who provide services on its behalf and in all other situations in which MILES may be required to do so, for example by a court judgment to that effect. Personal information may be passed on to offices in other countries, including countries that do not have comprehensive privacy legislation. In each such situation MILES has taken the necessary measures to ensure that all personal information communicated is satisfactorily protected.
2. The customer shall also deal with all personal information recorded in respect of a worker that is communicated prior to and during the supply of the worker confidentially and, in particular, in accordance with the Dutch Personal Data Protection Act.
3. The customer shall inform the worker of any personal information recorded in respect of them and how, when and for what purpose this information is processed.
4. The information, shown by the ICT resources i.e. the online platform of MILES is collected and compiled with care. MILES, however, cannot guarantee that this information is always correct, complete and current. For example, imperfections may result from the reliance by MILES on third party information, the used administrative processes, the technology used or malfunction on the Internet. If the customer finds that certain information is not correct, he will directly alert MILES thereof. MILES accepts no liability towards the customer if customer data gets compromised or lost, except in cases of willful misconduct or gross negligence by MILES.

Clause 7: The assignment and the supply of the worker

Assignment

1. The assignment is entered into for a fixed period, or an indefinite period.
2. The assignment for a fixed period is the assignment entered into:
 - either for a fixed period;
 - or for an ascertainable period that does not exceed a fixed period.The assignment for a fixed period terminates by operation of law on the expiry of the agreed period or due to the occurrence of a predetermined objectively-identifiable event.
3. The duration of the assignment is, unless otherwise agreed, where appropriate, equal to the duration of the employment that MILES has entered into under the contract with the worker.
4. The order confirmation sent by MILES to the customer is deemed to reflect the contract correctly and completely, unless the customer raises objections against this order confirmation in writing, within 3 days after dispatch of the order confirmation by MILES. [If the worker is allowed to the work by the customer, then any right to object against the correctness of the order confirmation is abandoned.]
5. The customer is not allowed to make the worker available to third parties, without [consent / prior knowledge] by MILES, nor is the worker allowed to carry out activities outside the Netherlands.

End of assignment

6. The termination of an assignment must always be in writing. The burden of proof of an early termination rests with the customer.
7. Suspension or early termination of the assignment for a fixed period by the customer is not possible, other than against the end of the duration of the assignment, unless otherwise agreed in writing. One exception to this applies: if the employment contract between the worker and MILES payrolling BV allows for the employment contract to terminate during this trial period, the customer may terminate the assignment during this trial period.
8. Termination of an assignment entered into for an undetermined period by the customer must take place in writing, and respect the notice period agreed between the customer and MILES, observing as a minimum any applicable statutory notice period, and such termination can only be against the first day that MILES can legally terminate its agreement with the worker.
9. If the customer fails to comply with the notice periods mentioned in this article, he shall hold MILES completely harmless against any damage/costs incurred. Every assignment shall terminate immediately due to rescission at such time by MILES payrolling BV as MILES invokes rescission of the assignment due to:
 - non-performance by the customer;
 - liquidation of the customer;
 - the customer being declared insolvent or having applied for a suspension of payments (surséance van betaling).

If MILES invokes rescission on one of these grounds, the action of the customer on which the rescission is based constitutes a request by the customer to terminate the supply of the worker. This shall not result in any liability on the part of MILES for the loss or damage suffered by the customer as a consequence. As a consequence of the rescission the debts due to MILES shall be payable on demand, and the customer will be held to fully indemnify MILES.

[At the first request of MILES the customer will inform the workers in writing that the circumstances described in this paragraph under a / c exist.]

End of supply

10. The end of the assignment means the end of the supply of the worker. Termination of the assignment by the customer constitutes a request by the customer to MILES to terminate the existing supply of the worker(s) on the date on which the assignment is lawfully terminated or on which the assignment is lawfully rescinded.
11. The supply terminates by operation of law if and when MILES is no longer able to supply the worker because the employment contract between MILES payrolling BV and the worker is terminated and this employment contract is not then continued for the benefit of the same customer. In that event, this does not constitute an attributable failure by MILES in the performance of its obligations towards the customer nor is MILES liable for any damage or loss that the customer may suffer as a result.
12. If an agency clause applies between the temporary agency worker and MILES, the supply of the temporary agency worker terminates at the request of the customer at such time as the temporary agency worker states that they are unable to carry out the work due to incapacity for work. If required, the customer will confirm this request to MILES in writing.

Clause 8: Average working hours, working times, training

1. The worker's working times, working hours and rest times shall equate to the usual times and hours applicable in the customer's organisation, unless otherwise agreed in writing. The customer undertakes that the worker's working hours, working times and rest times comply with the legal requirements. The customer and MILES shall ensure that the worker does not exceed the working times legally permitted.
2. For secondment assignments the customer must ensure that the agreed average working hours, the number of hours that the worker works per period, are not exceeded. If the worker is systematically utilized for more hours than agreed in the secondment agreement, this may mean that the agreed average working hours will need to be increased (due to Article 7:601b of the Dutch Civil Code, among other reasons). In that case, MILES shall revise the average working hours agreed with the customer. From the date on which that revision takes effect, the customer shall pay the customer charge in respect of the new average working hours.
3. If the worker requires training or instruction in order to carry out the assignment then the hours spent by the worker on this training will be charged to the customer as hours worked, unless otherwise agreed in writing.
4. If the worker requests a reduction or increase in the average working hours then, following consultation between the customer and MILES payrolling BV, the average working hours agreed with the customer will be revised in accordance with the worker's wishes. Unless, in the opinion of MILES, significant business interests exist that would prevent approval of the worker's request.

Clause 9: Holiday, leave and public holidays

1. The worker's holiday and leave shall be regulated in accordance with the applicable legislation and the CLA. The customer shall give the worker the opportunity to take leave to the extent that the worker is entitled to do so under the legislation, the CLA and/or the customer's CLA/employment benefits package.

Holiday

2. CLA ABU: The worker is entitled to 24 holiday days on the basis of full-time employment.
3. The customer shall give the worker the opportunity to take the applicable holiday days. The holiday days shall be determined in consultation between the customer, and the worker. In the event of any disagreement on this subject, the customer shall inform MILES immediately. The customer does not have to pay the customer charge in respect of the holiday hours taken by the worker.

Short-term absenteeism and special leave

4. The worker is entitled to continued payment of the hirer's remuneration during the same periods of special leave and short-term absenteeism as an employee working in an identical or equivalent position employed by the customer. If the worker lawfully makes use of special leave or short-term absenteeism then the customer shall not pay any customer charge in respect of the relevant hours, unless otherwise agreed in writing.
Public holidays
5. The worker is entitled to continued payment of the hirer's remuneration during the same public holidays as an employee working in an identical or equivalent position employed by the customer. If the worker has not been able to work as a consequence of a public holiday, the customer shall not be required to pay any customer charge in respect of these days that have not been worked where the same are generally accepted public holidays. In other cases the customer shall pay the customer charge for public holidays that are not generally accepted public holidays (see example below), unless otherwise agreed in writing:
 - *the worker was unable to work as a consequence of another public holiday, not being a generally accepted public holiday, observed by the customer (such as 1 May or a non-Christian holiday);*
6. The term 'generally accepted public holiday' used in paragraph 7 refers to:
 - New Year's Day;
 - Easter Sunday;
 - Easter Monday;
 - Ascension Day;
 - Whit Sunday;
 - Whit Monday;
 - Christmas Day;
 - Boxing Day;
 - Kings Day or any public holiday appointed in its place; and
 - Liberation Day in any year in which this is declared a general public holiday.

Short-term care leave

7. The worker is entitled by law to take leave (up to an annual maximum of twice his average working hours per week) to care for a sick child, sick partner or sick parent. The leave may only be taken if and for so long as it is necessary. Convincing evidence of the necessity for the leave must be able to be produced after the event. If the worker lawfully makes use of short-term care leave then the customer shall pay customer charge in respect of the relevant hours as agreed in writing in advance.

Students and secondary school pupils

8. In derogation from paragraphs 2, 3, 6 and 7 of this clause, an alternative system applies to assignments where the worker supplied to the customer is a student or secondary school pupil. This alternative system for students and secondary school pupils comprises the following:

The provisions of the CLA and these General Terms and Conditions also apply to students and secondary school pupils provided that:

- in derogation from paragraphs 2 and 3, students and secondary school pupils are entitled to 20 holiday days;
- in derogation from paragraph 6, students and secondary school pupils are not entitled to continued payment of wages during short-term absenteeism and special leave;
- in derogation from paragraph 7, students and secondary school pupils are not entitled to continued payment of wages on generally accepted public holidays.

Clause 10: Company closures and compulsory holiday days

On entry into the assignment the customer shall inform MILES of any company closures and collective compulsory holiday days during the term of the assignment so that, where possible, MILES can incorporate these terms into the employment contract with the worker.

Clause 11: Continued payment during sickness and incapacity for work

This clause applies to secondment. If the worker has been unable to work due to sickness or incapacity for work (including long-term incapacity for work), the customer shall not be required to pay any customer charge in respect of the hours not worked due to sickness or incapacity for work. If this option has been selected this shall be stated in the cooperation agreement. MILES shall determine the number of hours of sickness as follows: MILES shall base its calculation on the number of hours that it can be proved that the worker would have worked if they had not fallen sick (for example the number of hours that they were rostered to work). Those are the proven sickness hours.

If there is a worker who is unable to work, and unless there is a contract between MILES and the worker which includes an agency clause, the customer is required to assist in the reintegration of the sick worker. The customer shall fully cooperate with MILES and provide information on reintegration opportunities within the company of the customer and support any health reintegration measures thought necessary by the company doctor or health reintegration expert.

Clause 12: Job and remuneration

1. Before the start of the assignment the customer shall provide a description of the job that the worker will carry out and the corresponding grade in the salary scale, including any bonuses and allowances.
2. The customer shall ensure that the salary scale grading complies with the CLA (including the provisions concerning the hirer's remuneration) and the applicable legislation and regulations. MILES always assesses, advises and informs on the basis that this is correct.
3. If at any time it becomes clear that the job description and the corresponding salary grade do not match the job actually carried out by the worker, the customer will immediately provide to MILES the correct job description. The worker's remuneration will then have to be determined again, whether or not retroactively, by the customer and MILES on the basis of the new job description.

The job and/or salary grade may be revised during the assignment if the worker makes a reasonable claim for such revision based on the applicable legislation and regulations, the CLA and/or the hirer's remuneration. If the revision results in a higher remuneration, MILES shall adjust the worker's remuneration and the customer charge accordingly. The customer is obliged to pay this adjusted charge to MILES from such time as the actual job is carried out.

4. The customer shall provide MILES prior to the commencement of the activities with information about all the elements of the hirer's remuneration referred to in Clause 2 paragraph 11 (with respect to the size and time of initial wage increases: only where this information is available at the time).
5. The customer shall inform MILES in good time, and in any event immediately on this information becoming available, of any changes to the hirer's remuneration and of any **initial** customer-specific wage increases that are established.
6. Overtime, working in shifts, work at special times or on special days (including public holidays) and/or shifted working hours will be remunerated in accordance with the applicable hirer's remuneration and will be charged to the customer as agreed.

Clause 13: Supply of materials

1. The customer shall not supply to the worker without written consent from MILES any materials that could also be used for personal purposes, including but not limited to a company car (based on a lease construction or otherwise) or telephone. MILES may give its written consent subject to further conditions and the customer shall be bound to implement these conditions and to ensure that MILES does not suffer any disadvantage as a consequence of the materials being supplied to the worker by the customer.
2. If the customer acts contrary to the above provision or is in breach of the same, all resulting damage or loss, costs and consequences (including tax consequences) shall be for the account and at the risk of the customer. The customer shall indemnify MILES against the same.
3. If due to its business practice the customer requires the worker to have certain items, such as a certificate of good conduct, such items shall, where possible, be provided by the customer. If the items are provided by MILES they shall be entitled to charge the associated costs to the customer. Any personal protection equipment required will be supplied in accordance with the legislation by MILES following consultation.

Clause 14: Proper direction and supervision

1. With respect to the worker, the customer shall, in giving direction and providing supervision and with regard to the performance of the work, exercise the same care that it is obliged to exercise with respect to the customer's own employees.
2. If a worker is asked to work in another country by a customer with its registered office in the Netherlands this may only take place under the exclusive direction and supervision of the customer and for a fixed period and only if the same is agreed in writing with MILES and the worker has agreed to this in writing.
3. MILES shall not be liable to the customer for any damage or loss to the customer, to a third party or to the worker themselves that may arise from any action or omission of the worker.
4. The customer and MILES shall, to the extent possible, take out adequate insurance against liability under any statutory provision.
5. At the first request of MILES all information and documents shall be made available by the customer.

Clause 15: Working conditions

1. The customer declares that it is aware of the fact that under the Dutch Working Conditions Act it is regarded as the employer.
2. The customer shall be liable to the worker and to MILES for the performance of the obligations arising from Article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and the associated regulations relating to safety in the workplace and good working conditions in general.
3. The customer shall provide the worker in good time, and in any event one working day before commencement of the work, with information about the professional qualifications required and the specific features of the job that they will be taking up. The customer shall actively inform the worker about the risk assessment and evaluation (Risico Inventarisatie & Evaluatie or RIE) applicable within their company.
4. If the worker suffers an accident at work or an occupational disease, the customer shall, if required by law, immediately inform the appropriate authorities and ensure that a written report is prepared immediately. The report shall describe the circumstances leading up to the accident, so that it is possible to establish with reasonable certainty the extent to which the accident occurred as a consequence of insufficient measures being taken to prevent the accident or occupational disease. The customer shall inform MILES as soon as possible about the accident at work or occupational disease and provide a copy of the report prepared.
5. The customer shall take out adequate insurance against liability under this clause. The customer shall provide evidence of this insurance on request by MILES.

Clause 16: Liability of customer(s) and limitation of liability of MILES international payrolling B.V.

Any customer who does not comply with its obligations under these General Terms and Conditions shall fully compensate any resulting damage or loss suffered by MILES (including any extra salary of workers, statutory increases, sanctions/fines imposed, as well as all actual costs of legal assistance and all other costs), without any requirement for a prior notice of default, and shall if necessary indemnify MILES against the same. These obligations shall be without prejudice to any other claims MILES is entitled to submit, such as an application for specific performance or rescission. The provisions of this clause are of general application, both applying as supplementary provisions, where necessary, in respect of subjects for which the obligation to pay compensation is already regulated separately in these General Terms and Conditions and applying in respect of subjects for which that is not the case.

MILES will endeavor to properly perform the assignment and other agreements. The customer is required to submit any claim on alleged damages in writing to MILES, within three months of the occurring of any damage, thereby demonstrating that the damage is the direct result of a shortcoming on the part of MILES.

Any liability of MILES for damage resulting from MILES attributable failure to perform its obligations under this agreement is limited to the chargeable rate over the duration of [one month]. Indirect damage, eg. in the form of loss of profits, fines, or stagnation damage and other consequential damages are hereby excluded. Every loss is capped at the amount the insurer pays MILES in any case. If the insurer does not pay out, or the damage is not covered by the policy, any liability shall be deemed to be limited to Euro 50.000, -. A series of related events counts as one event.

Clause 16 Law on Placement of Personnel by temporary employment agency (Wet Waadi)

1. MILES is registered at the Chamber of Commerce as a company which makes workers available (art. 7 Waadi).
2. The customer declares explicitly to be familiar with the contents and obligations arising from the Waadi. The customer declares himself known in particular with article 8a (access to amenities or collective facilities in the undertaking of the hirer). The customer is obliged to provide equal access to the amenities or collective facilities in his company (canteen, childcare facilities and transport included) to the workers. The customer declares himself further expressly aware of article 8b (job posting), which requires him to bring vacancies arising within his company to the attention of the workers that are made available to him. Thus, the customer declares itself explicitly familiar with article 10 (prohibition of making available workers in case of conflicts), which prohibits the employment agency to make employees available to the client in case there is a strike, lockout or business occupancy.

Clause 17: Exceptional minimum payment obligation

If the average hours to be worked by the worker and/or the working times are not clearly established and the customer gives the worker no opportunity or less than three (consecutive) hours per callout to carry out the agreed work, the customer may in consultation with MILES be required to pay to MILES for each callout the customer charge in respect of three hours or, if greater, the agreed number of hours.

Clause 18: Invoicing

1. Invoicing shall take place on the basis of the time registration method agreed with the customer.
2. Invoicing shall be done on a [weekly] basis. Unless otherwise agreed in writing. Invoices shall be sent electronically.
3. The customer shall be responsible for the timely, correct and complete time registration and shall verify or arrange for verification that the worker's details are correctly recorded in the same, including: the worker's name, week numbers, dates, the number of hours worked, overtime hours, irregular hours and shift work hours, the remaining hours in respect of which the customer charge is payable under the assignment and terms, any bonuses and any expenses actually incurred.
4. Any costs incurred by MILES due to incorrect / wrongful importation of hours shall be borne by the customer. If, as a result of incorrect timesheets, a false declaration was made by MILES (eg. wage taxes), or incorrect amounts were withheld, then the customer will be obliged to pay the correct amounts at the first request of MILES, and MILES shall be held harmless and indemnified against any such (additional) assessment or claimims. The customer shall ensure that supplied log-in codes for online time registration shall be carefully preserved and not be made available to third parties / unauthorized persons.
5. MILES can also pay out net allowances if the customer is responsible for the supporting evidence and administration for these expenses. If any controlling authority requests MILES to produce this evidence, the customer shall be responsible for this evidence. If no evidence can be produced in support of the expenses paid, the customer shall be responsible for the consequences. Any fines or gross amounts charged for the expenses paid will be charged on to the customers.

6. The worker is entitled to check the time registration. They have access to their online file for this purpose. If the worker disputes the information shown in the time registration, MILES is entitled to calculate the hours and costs in accordance with the information provided by the worker, unless the customer can show that the information it provided is correct.

Clause 19: Payment

1. The payment period shall be stated on the invoice. A payment period of 14 (fourteen) days shall apply as standard, unless otherwise agreed in writing by MILES,, without any discount, deduction or set-off which is not authorized. In case of default the customer is required to pay a contractual interest of 1% per month or part of a month on the outstanding amount.
2. If MILES and the customer have agreed that payment will be made otherwise than by direct debit, the customer shall pay each invoice from MILES within the agreed payment period.
3. In the event of non-payment or late payment MILES is entitled to suspend its services with immediate effect.
4. Only payments to MILES shall satisfy the obligation to pay. Payments by the customer to a worker, in any capacity, shall not be binding on MILES and cannot constitute any grounds for set-off or redemption of the debt.
5. If the customer disputes the invoice in part or in full, it must inform MILES of this within five (5) calendar days following the invoice date, providing detailed reasons. After this period, the customer's right to dispute the invoice ceases to apply, which results in the unconditional acknowledgment of the payment obligation by the customer. The burden of proof in respect of disputing the invoice in good time lies with the customer. Disputing the invoice does not discharge the customer from its obligation to pay, nor does it create any right to set-off.
6. Payments will first be deducted from due interests and costs, and subsequently from the oldest outstanding invoice despite another entry by the customer upon payment.
7. All court costs and out-of-court costs (including all debt collection costs) and any cancellation or reversal charges incurred by MILES payrolling BV as a consequence of nonperformance by the customer of its obligations under this clause shall be payable in full by the customer.
8. MILES is entitled to demand security of payment.
9. If the contract is entered into with more than one client, belonging to the same group of companies, all clients will be jointly and severally liable for the fulfillment of the obligations under this article, regardless of the name of the invoice. Full payment of the invoice, any additional costs and interest by the customer does not relieve the other principals of their payment obligation towards MILES.

Clause 20: Confidentiality

1. MILES and the customer shall not supply any confidential information belonging to or concerning the other party, its activities and contacts, acquired as a consequence of the assignment, to any third party, except where provision of such information is required for proper performance of the assignment or where they are subject to a statutory disclosure obligation.

2. The customer is at liberty to require the worker to enter into a direct confidentiality undertaking.
3. As part of the assignment regular exchange of personal data, particularly of candidates and workers, shall take place. The parties are obliged to treat this information confidential in accordance with the Data Protection Act (DPA) and related laws and regulations. The customer is responsible for the further processing of the data supplied to him by MILES.
4. The customer is responsible to provide MILES only with personal information if and when the customer is entitled to do so and any necessary consent from the persons concerned is obtained.
5. The customer indemnifies MILES against any claim of applicants, workers, employees of the client or other third party in connection with a breach by customer of the provisions of this article and reimburse MILES for any costs/damages incurred.

Clause 21: IP rights

1. All intellectual property rights in the ICT resources, texts, data (files), formats, logos, trademarks, other video and / or audio material and any other material, including the design, selection and arrangement thereof, to which the customer gets access in connection with the offer, contract or other agreement, with the exception of those materials of the customer, are held exclusively by the MILES or its licensors. This also applies to any specific made modifications, additions, or work request and / or at the expense of the customer. The customer is only granted a temporary, personal, nonexclusive and non-transferable license, in so far and as long as is necessary to make use of the services agreed between MILES and the client. MILES is not obliged to honor any request to amend or supplement its IT resources or material.
2. The customer shall indemnify against all third party claims related to an alleged breach of the (intellectual property) rights of third parties by the customer in connection with the offer, contract or other agreement to the employment agency or employee brought material.

Clause 22: Disputes

All disputes arising from or connected with a legal relationship between the parties to whom these General Terms and Conditions apply shall in the first instance be subject to the exclusive jurisdiction of the competent court of Amsterdam.

Clause 23: Miscellaneous

If any one or more provisions of these General Terms and Conditions are void or become voided, the remaining provisions of the assignment and the General Terms and Conditions shall remain in force. The provisions that are unlawful or cannot be applied under the law shall be replaced by provisions whose scope corresponds as closely as possible to that of the provisions to be replaced. MILES is entitled to transfer its rights and obligations under the contract, other agreements and these conditions to a third party. Unless otherwise agreed in writing, it is not allowed to the customer to transfer its rights and obligations under the assignment, the other contract and these conditions to a third party.