



MULTIFLEXX
GROEP

MULTIFLEXX B.V.
GENERAL TERMS
AND CONDITIONS
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General terms and conditions of MultiFlexx B.V. dated 1 January 2019

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Introduction

The MultiFlexx General Terms and Conditions apply to all services provided by MultiFlexx to its clients. These services may consist of flex management, procurement processes, VAT-saving concepts, posting of employees, payrolling, sole trader service, flex audit, legal services and advice.

Chapter 1: Introductory provisions

Scope

1. These General Terms and Conditions apply to all offers, assignments and other agreements between MultiFlexx B.V. and its client with regard to services provided by MultiFlexx. These General Terms and Conditions contain general provisions as well as provisions that only relate to a specific service. Insofar as a (part of a) specific provision conflicts with a general provision, the specific provision takes precedence over the general provision.
2. Any purchase conditions or other conditions of the client do not apply.
3. Arrangements that deviate from these General Terms and Conditions only apply if agreed in writing.

Article 1. Definitions

In these General Terms and Conditions, the following definitions are used:

1. *MultiFlexx B.V.* registered in Rotterdam, being a managed service provider and service provider that, on the basis of an agreement, supplies clients with project employees and/or sole traders recruited by the client itself or third parties, and provides advice and pre-financing with respect to various cases of flexible employment. These General Terms and Conditions apply to the services described under the *Introduction* for MultiFlexx B.V. as well as for MultiFlexx Nederland B.V. and MultiFlexx International B.V..
2. *Project employee*: any natural person who has entered into a temporary employment contract, as referred to in Article 7:690 Dutch Civil Code, with MultiFlexx B.V. in order to perform work for a third party under the management and supervision of that third party.
3. *Client*: any natural or legal person who arranges for a project employee or sole trader to carry out work under its management and supervision within the context of an assignment as referred to in paragraph 4 of this Article or has issued any other assignment to MultiFlexx B.V..



4. *Assignment*: the agreement between a client and MultiFlexx B.V. on the basis of which a single project employee or sole trader, as referred to in paragraph 2 of this Article, is posted with the client by MultiFlexx B.V. in order to perform work under the client's management and supervision, against payment of the client rate. An assignment may also consist of other services provided by MultiFlexx B.V..
5. *Supplier*: any natural or legal person who recruits and selects candidates on behalf of clients.
6. *Candidate*: any natural person or sole trader who wishes to be posted with a client by MultiFlexx B.V.
7. *Posting*: the employment of a project employee in the context of an assignment. This also includes payrolling.
8. *Temporary employment clause*: the written provision in the employment contract between MultiFlexx B.V. and the project employee and/or in the collective labour agreement, to the effect that the employment contract ends automatically when the posting of the project employee with the client by MultiFlexx B.V. at the client's request comes to an end (Article 7:691 paragraph 2 Dutch Civil Code).
9. *CLA*: the collective labour agreement for Temporary Employees, concluded between the Algemene Bond Uitzendondernemingen (ABU) on the one hand and FNV Bondgenoten, CNV Dienstenbond, De Unie and LBV on the other.
10. *Client rate*: The rate payable by the client to MultiFlexx B.V., excluding premiums, cost reimbursements and VAT. The rate is calculated per hour, unless stated otherwise.
11. *Recipient's remuneration*: the legally applicable remuneration of an employee employed by the client, working in a role that is equivalent or of equivalent value to the role carried out by the project employee. According to the CLA, the recipient's remuneration consists of the following elements:
 - The applicable periodic wage on the scale
 - The applicable reduction in working hours (to be compensated in time or money at the discretion of MultiFlexx B.V.)
 - Premiums for overtime, shifted hours, irregularity (including public holiday premium) and shift work premiums
 - Initial wage increases, amount and time as determined in the client's organisation
 - Cost reimbursements (insofar as MultiFlexx B.V. can pay these free of payroll tax and premiums)
 - Incremental salary amounts, size and time as determined in the client's organisation.
12. *Sole trader*: a person who earns an income by pursuing a business or profession at his own expense and risk and who does not employ any staff

13. *Advice*: the provision of advice by MultiFlexx B.V. to the client in the field of human resources or organisational issues, such as legal advice, advice on cost savings, and personnel planning.

Article 2. Non-binding quotes

1. All quotes from MultiFlexx B.V. are non-binding, unless expressly stated otherwise in an individual written quote.

Chapter 2. Posting

Article 3. Assignment and posting

Assignment

1. The assignment is contracted for a definite or indefinite period.
2. An assignment for a definite period is an assignment that is contracted:
 - either for a fixed term;
 - or for a determinable term;
 - or for a determinable term that does not exceed a fixed term.
3. An assignment for a definite period ends automatically when the agreed term expires or due to the occurrence of a predetermined, objectively determinable event.
4. MultiFlexx B.V. will confirm each assignment with a statement of the nature of the service provided. In the absence of such confirmation, the nature of the service provided is derived from the correspondence between parties and these General Terms and Conditions.

End of assignment

5. Cancellation of an assignment for an indefinite period must be made in writing with due observance of a notice period of at least 15 calendar days.
6. Premature cancellation of an assignment for a definite period is not possible, unless agreed otherwise in writing. If premature cancellation has been agreed, cancellation is possible with a notice period of 15 calendar days. The cancellation must be made in writing.
7. If the duration of the assignment is made dependent on a certain future event or the end of a specific project, the client is obliged, if the end date is known, to give MultiFlexx B.V. written notice of this immediately and no later than five working days in advance.

In the absence of such timely notification, the client is liable for any damage suffered by MultiFlexx B.V. as a direct or indirect consequence thereof.

8. In all cases of termination of an assignment towards MultiFlexx B.V., the client must also simultaneously announce the end of the assignment to the project employee. If the client can no longer engage the temporary employee for the entire duration of a phase B or phase C temporary employment contract, the costs thereof incurred by MultiFlexx B.V. will be charged to the client.
9. Any assignment will end immediately due to dissolution at the moment that one of the parties invokes dissolution of the assignment because:
 - the other party is in default;
 - the other party has been liquidated;
 - the other party has been declared bankrupt or suspension of payment has been requested. If MultiFlexx B.V. invokes dissolution on one of these grounds, the client's request to terminate the posting is contained in the conduct of the client on which the dissolution is based. This does not lead to any liability on the part of MultiFlexx B.V. for the damage that the client suffers as a consequence. As a result of the dissolution, the claims of MultiFlexx B.V. will be immediately due and payable.

End of posting

10. Termination of the assignment signifies the end of the posting. Termination of the assignment by the client signifies the client's request to MultiFlexx B.V. to terminate the current posting(s) on the date on which the assignment was legally terminated, or on which the assignment was legally dissolved.
11. If the temporary employment clause between the project employee and MultiFlexx B.V. applies, the posting of the project employee ends at the client's request at the moment that the project employee reports that he is unable to perform the work due to incapacity to work. When necessary, the client will be deemed to have made this request. The client will confirm this request in writing to MultiFlexx B.V. if required.
12. The posting ends automatically if and as soon as MultiFlexx B.V. can no longer supply the project employee because the employment contract between MultiFlexx B.V. and the project employee has ended and this employment contract is not subsequently continued for the same client. In this case, MultiFlexx B.V. cannot be attributed any shortcoming towards the client and is not liable for any damage that the client suffers as a consequence.



13. Regardless of the provisions in the previous paragraphs, MultiFlexx B.V. will never be held liable for a termination that has become necessary due to or based on a government regulation, even if this only applies to MultiFlexx B.V., or for a termination by the project employee of the work for the client, even if this happens without due observance of any period, no matter how short, but MultiFlexx B.V. will if possible take reasonable care, taking the aforementioned into account, that the client will be informed of this as soon as possible and that a different project employee will be provided if desired. With regard to this other project employee, a new assignment then arises, to which this Article applies independently.

Article 4. Replacement and availability

1. MultiFlexx B.V. is entitled to offer a replacement project employee throughout the duration of the assignment. The client may reject such a proposal on reasonable grounds.
2. MultiFlexx B.V. is entitled at all times to make a proposal to the client to replace a supplied project employee with another project employee while continuing the assignment, bearing in mind the company policy or personnel policy of MultiFlexx B.V., preservation of employment and compliance with applicable laws and regulations, in particular the dismissal guidelines for the temporary employment sector. The client will reject such a proposal only on reasonable grounds. The client will justify any rejection in writing if required.
3. MultiFlexx B.V. cannot be attributed any shortcoming towards the client and is not obliged to compensate any damage or costs to the client if MultiFlexx B.V., for any reason whatsoever, cannot (any longer) post with the client a (replacement) project employee, or at least not (any longer) to the extent agreed in the assignment or thereafter.

Article 5. Right to suspend

1. The client is not entitled to temporarily suspend the employment of the project employee in whole or in part, except in the case of force majeure within the meaning of Article 6:75 Dutch Civil Code.
2. In deviation from paragraph 1 of this Article, suspension is in fact possible if:
 - This has been agreed in writing and the duration has been determined, and;
 - The client demonstrates that there is temporarily no work available or the project employee cannot be put to work, and;



- MultiFlexx B.V. can successfully appeal for the exclusion of the obligation to continue paying wages to the project employee based on the CLA.
For the duration of the suspension, the client does not owe the client rate.
- 3. If the client is not entitled to temporarily suspend the posting, but temporarily has no work for the project employee or cannot put the project employee to work, the client is obliged, for the duration of the assignment, to pay MultiFlexx B.V. the full client rate over the most recently applicable or customary number of hours and overtime hours per period (week, month, etc.) pursuant to the assignment.

Article 6. Working time and working hours

1. The project employee's scope of work and working hours with the client are stipulated in the assignment confirmation or agreed otherwise. The project employee's working hours, working time and break times are the same as the hours and times customary with the client, unless agreed otherwise. The client guarantees that the project employee's working time, working hours and break times comply with the statutory requirements. The client ensures that the project employee does not exceed the legally permitted working hours and the agreed scope of work.
2. The project employee's holidays and leave are arranged in accordance with the law and the CLA.

Article 7. Company closures and mandatory days off

1. When entering into the assignment, the client must inform MultiFlexx B.V. concerning any potential company closures and collective mandatory days off throughout the duration of the assignment, so that MultiFlexx B.V. can, if possible, make this circumstance part of the employment contract with the project employee. If an intention to establish a company closure and/or any collective mandatory days off becomes apparent after entering into the assignment, the client must inform MultiFlexx B.V. immediately after becoming aware of this. If the client neglects to inform MultiFlexx B.V. in a timely manner, the client is obliged, for the duration of the company closure, to pay MultiFlexx B.V. the full client rate over the most recently applicable or customary hours and overtime hours per period pursuant to the assignment and the terms and conditions.

Article 8. Role and remuneration

1. Before the start of the assignment, the client will provide the description of the role to be held by the project employee and the corresponding grading in the client's remuneration scheme.
2. The project employee's remuneration, including potential premiums and cost reimbursements, is determined in accordance with the CLA (including the provisions concerning the recipient's remuneration, see paragraphs 4 and 6 below) and the applicable laws and regulations, based on the job description provided by the client.
3. If at any time it appears that the job description and corresponding grading do not correspond to the role actually performed by the project employee, the client will immediately provide MultiFlexx B.V. with the correct job description and corresponding grading. The project employee's remuneration will be reassessed in light of the new job description. The role and/or grading can be adjusted during the assignment if the project employee makes a reasonable claim for such an adjustment by invoking laws and regulations, the CLA and/or the recipient's remuneration. If the adjustment leads to a higher remuneration, MultiFlexx B.V. will correct the project employee's remuneration and the client rate accordingly. The client owes MultiFlexx B.V. this adjusted rate from the moment of the performance of the actual role.
4. MultiFlexx B.V. will always align the project employees' remuneration with the recipient's remuneration.
5. The client will inform MultiFlexx B.V. in a timely manner and in any event immediately after becoming aware of any changes to the recipient's remuneration and of any established initial wage increases.
6. Overtime, shift work, work at special times or on special days (including public holidays) and/or shifted hours are remunerated in accordance with the relevant regulations in the recipient's remuneration and are charged to the client.

Article 9. Good practice in management and supervision

1. In the practice of management and supervision as well as with regard to the execution of the work, the client will treat the project employee in the same careful manner as it is obliged to treat its own employees.
2. The client is not permitted to 'lend' the project employee to a third party, i.e. to supply the project employee to a third party for execution of work under the supervision or management of this third party. Lending is

also understood to mean posting by the client to a (legal) person with whom the client is affiliated in a group (concern).

3. The client can only post the project employee in deviation from the provisions of the assignment and the terms and conditions if MultiFlexx B.V. and the project employee have consented to this in writing in advance.
4. Posting of the project employee abroad by a client based in the Netherlands is only possible under the strict management and supervision of the client and for a defined period, if this has been agreed with MultiFlexx B.V. in writing and the project employee has consented to this in writing.
5. The client will pay the project employee for any damage that he may suffer because an item belonging to him which has been used in the context of the assigned work has been damaged or destroyed.
6. MultiFlexx B.V. is not liable towards the client for damages and losses to the client, third parties or to the project employee himself that are a result of the actions or omissions of the project employee.
7. MultiFlexx B.V. is not liable towards the client for commitments that project employees have entered into or that have arisen for them towards the client or third parties, with or without the permission of the client or those third parties.
8. The client indemnifies MultiFlexx B.V. for any liability (inclusive of costs including the actual costs of legal assistance) of MultiFlexx B.V. as employer of the project employee – directly or indirectly – with regard to the damages, losses and commitments referred to in paragraphs 5, 6 and 7 of this Article.
9. The client will, insofar as possible, take out adequate insurance against liability under the provisions of this Article. At the request of MultiFlexx B.V., the client will provide proof of insurance.

Article 10. Working conditions

1. The client declares that it is aware of the fact that it is regarded as an employer in the Working Conditions Act (Arbeidsomstandighedenwet).
2. The client is liable to the project employee and to MultiFlexx B.V. for the fulfilment of the obligations under Article 7:658 Dutch Civil Code, the Working Conditions Act and the related statutory obligations concerning workplace safety and good working conditions in general.



3. The client is obliged to provide the project employee and MultiFlexx B.V. with written information about the required professional qualifications and the specific characteristics of the workplace in a timely manner, in any event one working day before commencement of the work. The client will provide the project employee with active training regarding the Risk Inventory and Evaluation (RI&E) used within its company.
4. If the project employee has an occupational accident or work-related illness, the client will, if required by law, immediately inform the competent authorities and will ensure that a written report thereof is prepared immediately. The report will set out the circumstances of the incident in such a way that it can be determined with reasonable certainty whether and to what extent the incident was the result of insufficient measures being taken to prevent the accident or work-related illness. The client will inform MultiFlexx B.V. as soon as possible about the accident or work-related illness and will submit a copy of the prepared report.
5. The client will compensate the project employee for – and indemnify MultiFlexx B.V. against – all damages (inclusive of costs including the actual costs of legal assistance) suffered by the project employee in the context of the performance of his work, if and insofar as the client and/or MultiFlexx B.V. is liable for this based on Article 7:658 and/or Article 7:611 Dutch Civil Code.
6. If the occupational accident results in death, the client is obliged to compensate the damage (inclusive of costs including the actual costs of legal assistance) in accordance with Article 6:108 Dutch Civil Code to the persons referred to in that Article.
7. The client will take out adequate insurance against liability under the provisions of this Article. At the request of MultiFlexx B.V., the client will provide proof of insurance.

Article 11. Liability of the client

1. A client that does not fulfil its obligations arising from these General Terms and Conditions is obliged to compensate MultiFlexx B.V. for all damage resulting therefrom (inclusive of costs including the costs of legal assistance), without prior notice of default being required, and he must indemnify MultiFlexx B.V. from this matter if necessary. This does not affect the fact that MultiFlexx B.V. can impose any other claims, such as invoking dissolution. The provisions of this Article apply generally, both – additionally, if necessary – regarding subjects for which the obligation to pay compensation has already been regulated separately in these General Terms and Conditions and regarding subjects for which this is not the case.

Article 12. Client rate

1. The client rate payable to MultiFlexx B.V. by the client is calculated over the hours for which MultiFlexx B.V. has a claim based on the assignment and/or terms and conditions, and is always at least calculated over the hours actually worked by the project employee. The client rate is multiplied by the premiums and supplemented with the cost reimbursements that are owed to the project employee by MultiFlexx B.V.. VAT will be charged on the client rate, premiums and cost reimbursements.
2. MultiFlexx B.V. is in any event entitled to adjust the client rate throughout the duration of the assignment if the costs of temporary employment increase:
 - as a result of a change in the CLA or in the corresponding wages or changes in the CLA and/or employment conditions scheme applicable at the client's organisation or the wages regulated therein;
 - as a result of changes in or due to laws and regulations, including changes in or due to social and fiscal laws and regulations, the CLA for Project Employees or any binding regulation;
 - as a result of (periodic) wage increase and/or a (one-off) mandatory payment arising from the CLA, the CLA and/or employment conditions scheme applicable at the client's organisation and/or laws and regulations.
3. If the client does not agree to pay the adjusted client rate, then this conduct contains the client's request to terminate the posting.
4. MultiFlexx B.V. will notify the client of every adjustment of the client rate as soon as possible and will confirm this with the client in writing. If, for any reason that is attributable to the client, the remuneration and/or client rate is/are set too low, MultiFlexx B.V. is also entitled to retroactively bring the remuneration and the client rate to the correct level. MultiFlexx B.V. can also charge the client for the amount that the client consequently underpaid and for the subsequent costs incurred by MultiFlexx B.V..

Article 13. Invoicing

1. Invoicing is based on the time registration agreed with the client and furthermore based on the provisions of the assignment, the agreement or these terms and conditions. Unless agreed otherwise in writing, times are registered via declaration forms agreed in writing by the client.



2. The client and MultiFlexx B.V. may agree that times will be registered in a time registration system, an electronic and/or automated system or by means of overviews prepared by or for the client.
3. The client is responsible for a correct and complete time registration and is obliged to see to it that the project employee's data included therein are correctly and truthfully stated, such as: name of the project employee, the number of hours worked, overtime hours, irregular hours and shift hours, other hours for which the client rate is payable under the assignment and terms and conditions, any premiums and any actual expenses incurred.
4. If the client provides the time registration, it will ensure that MultiFlexx B.V. is provided with the time registration following the week worked by the project employee. The client is responsible for the way in which the time registration is delivered to MultiFlexx B.V..
5. Before the client provides the time registration, it must give the project employee the opportunity to check it. If and insofar as the project employee disputes the data in the time registration, MultiFlexx B.V. is entitled to determine the hours and costs in accordance with the statement of the project employee, unless the client can prove that the data that it has specified are correct.
6. If the time registration is based on declaration forms delivered by the project employee, the client will retain a copy of the declaration form. In the event of a discrepancy between the declaration form submitted to MultiFlexx B.V. by the project employee and the copy retained by the client, the declaration form submitted to MultiFlexx B.V. by the project employee will serve as full proof, unless proof to the contrary is provided by the client.

Article 14. Intellectual and industrial property

1. At the client's request, MultiFlexx B.V. will have the project employee sign a written statement in order to – insofar as necessary and possible – ensure or facilitate that all intellectual and industrial property rights to the results of the work performed by the project employee are or will be transferred to the client. If MultiFlexx B.V. owes compensation to the project employee in connection with this or must otherwise incur costs, the client will owe equal compensation or equal costs to MultiFlexx B.V..



2. The client is free to enter into an agreement directly with the project employee or to make him sign a statement in respect of the intellectual and industrial property rights referred to in paragraph 1 of this Article. The client will inform MultiFlexx B.V. about its intention to do so and will provide MultiFlexx B.V. with a copy of the relevant agreement/statement.
3. MultiFlexx B.V. is not liable to the client for any fine or penalty forfeited by the project employee or any damage suffered by the client as a result of the fact that the project employee invokes any intellectual and/or industrial property right.

Article 15. Prohibition on hiring personnel

1. For six months after the written offer of candidates, the client and enterprises affiliated with the client are not permitted to enter into an employment relationship of any kind whatsoever with candidates from MultiFlexx B.V. directly for themselves or via and/or for third parties, unless they obtain prior written permission from MultiFlexx B.V..
2. During the assignment and up to six months after the expiry of the assignment, the client and enterprises affiliated with the client are not permitted to enter into an employment relationship of any kind whatsoever with project employees from MultiFlexx B.V. directly for themselves or via and/or for third parties, unless they obtain prior written permission from MultiFlexx B.V..
3. In the event of a violation of paragraph 1 and/or 2 of this Article, the offending party will owe the other party a fine in the amount of six gross monthly salaries of the relevant candidate or project employee. This fine is immediately due and payable as a result of the mere fact of the violation, but also leaves the other party the opportunity that the law offers for claiming compensation.

Article 16. Client's verification and data retention obligation

1. The client declares that it is aware of the laws and regulations that concern establishing the identity of project employees. The client is obliged to:
 - establish the identity of the project employee or another person working for him and, to that end, will carefully check an original identity document, as referred to in Article 1 subsections 1, 2 and 3 of the Compulsory Identification Act (Wet op de identificatieplicht); and
 - establish whether the candidates proposed to it, the employees working for it or other persons are entitled to work in the Netherlands.

2. The client to whom a foreign national is made available by MultiFlexx B.V. within the meaning of the Foreign Nationals Employment Act (Wet arbeid vreemdelingen) explicitly declares that it is aware of Article 15 of this Act, meaning among other things that the client must receive from the foreign national a copy of the document referred to in Article 1 of the Compulsory Identification Act at the commencement of the work. The client is responsible for carefully checking the aforementioned document and on the basis thereof will establish the identity of the foreign national and retain a copy of the document in their administration. MultiFlexx B.V. is not responsible nor liable for any fine imposed on the client under the Foreign Nationals Employment Act.

Article 17. Prevention of inadmissible discrimination

1. To prevent the occurrence of unlawful discrimination, in particular on the basis of religion, belief, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other reason, requirements that are not relevant to the position may not be set by the client nor considered by MultiFlexx B.V. when providing the information concerning the work to be assigned.

Article 18. Co-determination

1. The client will give the project employee, who is a member of the works council of MultiFlexx B.V. or the works council of the client, the opportunity to exercise these co-determination rights in accordance with laws and regulations.
2. If the project employee exercises co-determination within the client's company, the client must also pay the client rate for the hours in which the project employee performed work during working hours or underwent training in connection with the exercise of co-determination.

Chapter 3 Sole trader service

Article 19. Sole trader service

1. Services provided by MultiFlexx may consist of mediating between the client and the sole trader in order to reach an agreement between them.
2. Services provided by MultiFlexx may also consist of providing administrative and legal services in the field of file management.
3. MultiFlexx assumes no responsibility except for the creation and monitoring of files of active sole traders at the client's organisation and, if agreed, the drafting of agreements.

The client itself always determines whether or not the sole trader will be engaged. MultiFlexx only provides advice in this regard and is therefore not liable for any additional taxes and/or fines.

Chapter 4: Administrative and/or legal services

Article 20. Administrative and legal services agreement

1. The agreement regarding administrative and legal services contains a description of the way in which MultiFlexx designs, manages and executes the services for the benefit of the client, as well as the duration of the agreement. MultiFlexx will submit any amendments or additions to the design, management and execution to the client for approval.

Article 21. Execution of administrative and legal services

1. The client provides MultiFlexx, in good time and in writing, with all the necessary documents that are required for the correct provision of services by MultiFlexx.
2. MultiFlexx is not responsible or liable for incorrectly supplied data from or on behalf of the client.
3. If the service extends to making payments on behalf of the client, then these payments are always made under the responsibility of the client.
4. If the service extends to employees or workers, MultiFlexx is not liable for the quality of the work nor is MultiFlexx responsible for the substantive supervision of these employees or workers.
5. The client is the point of contact for its own staff with regard to employability, leave, absence and qualifications.

Article 22. Rate for administrative and legal services

1. The client owes MultiFlexx the agreed rate.
2. MultiFlexx will periodically invoice the client for the service it has provided.
3. The client will pay these invoices within a payment period of 14 days.

Chapter 5 Advice

Article 23. Advice assignment

1. An assignment to provide advice is always agreed in writing or confirmed in writing by MultiFlexx. The advice assignment is subject to the terms and conditions of the assignment confirmation, the other agreements and these terms and conditions. Each assignment ends automatically at the moment that the agreed work to be performed by MultiFlexx has been fully carried out and completed. In the event of an amendment to the assignment or the terms and conditions attached thereto, a new assignment or agreement will be concluded and the new assignment with the terms and conditions relating thereto will take the place of the previous assignment or agreement.

Article 24. Execution of advice

1. Advice is based on the information provided to MultiFlexx by the client. Based on this information, MultiFlexx will advise to the best of its knowledge and ability, aiming to achieve the objectives formulated by the client for the assignment or other agreement. MultiFlexx cannot guarantee that the objectives intended by the client will actually be achieved. It is up to the client to assess whether it will follow the advice given.
2. MultiFlexx will appoint one or more advisers for the execution of advice. In addition to its own employees, MultiFlexx may, after consultation with the client, engage third parties for the execution of advice. MultiFlexx is entitled to make amendments to the advisers involved and their time allocation.
3. The client indemnifies MultiFlexx against any potential claims from employees of MultiFlexx or third parties engaged by it that are related to the execution of the assignment.

Article 25. Advice rate

1. The assignment confirmation or agreement states the (hourly) rate for the advice. The rate does not include assignment-related costs, such as travel and accommodation costs, the costs of third parties engaged in consultation with the client, costs necessary for the execution of the assignment, such as ICT resources, design or adaptation of a workplace that are to be implemented. Work that is not specified in the assignment (confirmation) or other agreement will be charged separately.
2. MultiFlexx is entitled to increase its rate annually. In addition, MultiFlexx is entitled to increase the assignment-related costs in the interim if those costs have risen.
3. If the client cancels or fails to comply with agreements for any reasons whatsoever and MultiFlexx is confronted with damage or costs as a result, the rate is payable in full or the client will reimburse the extra hours to be spent by MultiFlexx and the costs incurred or yet to be incurred.



4. In the event of circumstances involving an increase or expansion of the assignment or the work to be performed in the context thereof, such as expansion of work, replacement of employees of the client who are involved in the assignment or a lack of cooperation from the client, this may lead to an adjustment of the assignment-related costs and the rate and/or extra hours to be charged by MultiFlexx.
5. Unless otherwise agreed in writing, MultiFlexx invoices monthly in arrears.

Chapter 6 General provisions

Article 26. Payment and consequences of non-payment

1. The client is at all times obliged to pay every invoice submitted by MultiFlexx B.V. within 14 days after the invoice date, unless agreed otherwise.
2. Only payments to MultiFlexx B.V. have a liberating effect. Payments to project employees and the provision of advances to project employees are forbidden and ineffective and can never constitute grounds for redemption or set-off of debt.
3. If an invoice from MultiFlexx B.V. has not been paid within 14 days after the invoice date, the client is then in default without notice of default and will owe interest on the outstanding amount at a rate of 1% per calendar month, with a part of a month being charged as a full month.
4. The copy invoice of the invoice sent by MultiFlexx B.V. serves as full proof of the interest being due as well as the day on which the calculation of interest begins.
5. Payments made by the client always serve to settle all interest and costs owed and then the invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
6. Date of payment is the date on which the bank credits our account or on which we have received the due amount in cash.
7. Complaints regarding any invoice must be submitted in writing to MultiFlexx B.V. within 7 days after the invoice date. The burden of proof regarding timely submission of the complaint lies with the client. After this period, complaints are no longer processed and the client has yielded his right to complain. A complaint does not affect the payment obligation.
8. All extrajudicial (collection) costs (including the costs incurred for drafting and sending reminders, conducting settlement negotiations and other actions taken in preparation for a possible legal procedure) and legal costs are to be borne by the client. The extrajudicial collection costs are calculated on the

basis of the Voorwerk II report and are supplemented with €25.00 registration costs.

9. In the event of the client's default of payment, MultiFlexx B.V. reserves the right to withdraw the project employee without observing a notice period and without any liability.

Article 27. Best efforts obligation and liability

1. MultiFlexx B.V. is obliged to make every effort to properly execute the assignment. If and insofar as MultiFlexx B.V. does not fulfil this obligation, MultiFlexx B.V. is obliged, with due observance of the provisions in paragraphs 2 and 3 below and elsewhere in the General Terms and Conditions, to compensate the client for the direct damage resulting therefrom, provided that the client submits a written complaint in this regard to MultiFlexx B.V. as soon as possible, but no later than three months after the occurrence or after having become aware of that damage, and demonstrates therein that the damage is the direct result of an attributable shortcoming on the part of MultiFlexx B.V..
2. Any potential liability of MultiFlexx B.V. arising from the assignment is limited to the client fee charged to the client by MultiFlexx B.V. for the execution of the assignment, for the agreed number of working hours and the agreed duration of the assignment up to a maximum of three months. The maximum amount to be paid by MultiFlexx B.V. will under no circumstances exceed the amount to be paid by its insurance.
3. The liability of MultiFlexx B.V. for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption, is excluded.

Article 28. Confidentiality

1. MultiFlexx B.V. and the client will not provide third parties with confidential information from or about the other party or its activities and business contacts which came to their knowledge following an assignment, unless and insofar as provision of such information is necessary for the proper execution of the assignment or if there is any statutory obligation to disclose such information.
2. At the client's request, MultiFlexx B.V. will require the project employee to observe confidentiality regarding any information which came to his knowledge or awareness while performing the work, unless the project employee has a statutory obligation to disclose such information.
3. The client is allowed to directly require the project employee to observe confidentiality. The client will inform MultiFlexx B.V. about its intention to do so and will provide MultiFlexx B.V. with a copy of the relevant statement/agreement. MultiFlexx B.V. is not liable for a fine, coercive fine or any damage suffered by the client as a result of a breach of this confidentiality obligation by the project employee.

Article 29. Privacy

1. Personal data, in particular those of project employees, are regularly exchanged in the context of the assignment or other agreement. The client and MultiFlexx B.V. are obliged to handle these data confidentially in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The client will not demand from MultiFlexx B.V. any data that MultiFlexx B.V. may not provide based on applicable laws and regulations. The client is responsible for the further processing of the data provided to it by MultiFlexx B.V..
2. The client is responsible for ensuring that MultiFlexx B.V. is only provided with personal data if and insofar as the client is entitled to provide them and has obtained any necessary permission for this from the persons concerned.
3. The client indemnifies MultiFlexx B.V. against any claim by project employees, employees of the client or other third parties towards MultiFlexx B.V. in connection with a violation of the provisions of this Article and the client will reimburse the related costs incurred by MultiFlexx B.V..

Article 30. Disputes

1. All disputes arising from or in connection with a legal relationship between the parties to which these General Terms and Conditions apply will in the first instance be settled exclusively by the competent court of the district in which the head office of MultiFlexx B.V. is located.

Article 31. Final provision

1. If one or more provisions of these General Terms and Conditions are void or become voided, the remainder of the assignment and the General Terms and Conditions will remain in force.
2. The provisions that are not legally valid or cannot be legally applied will be replaced by provisions that are as close as possible to the scope of the provisions that are to be replaced.