



## Information and Terms of Employment

Welcome to BV Topselect detacheringen. We hope you will enjoy your time with us and in your future workplace.

It is important that you read the contents of this Information and Terms of Employment document before signing your employment contract with BV Topselect detacheringen. In accordance with the employment contract, you will work for one of our clients on a secondment basis.

In your employment contract, it is/will be recorded that the contents of the Information and Terms of Employment document forms part of your employment contract and applies to the employment relationship between you and BV Topselect detacheringen. The Information and Terms of Employment include employment terms and procedures applicable at BV Topselect detacheringen. You will also find information on current laws and regulations.

Should you have any further questions after reading the Information and Terms of Employment, we are of course willing to provide further information. You can reach us by telephone (085-0775040) on working days between 9am and 5pm. Our website [www.topselectgroep.nl](http://www.topselectgroep.nl) includes an overview of frequently asked questions.

**We wish you success in your job.**



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## 1. Terms

The terms below are used in the Information and Terms of Employment. These terms have the following meaning:

### **Employer**

BV Topselect detacheringen. Hereinafter referred to as: TD or the employer.

### **Employee**

The person who enters into an employment contract with TD in order to be posted to one or more clients of TD on a secondment basis. For reasons of readability, 'you' is generally written, which always refers to the employee.

### **Client**

The company or the institution to which you are posted.

## 2. Amendments

The contents of the Information and Terms of Employment, including interim amendments, form part of the employment contract between you and TD. This is explicitly stipulated in the employment contract. TD is free to change the contents of the terms of employment that do not pertain to the contents. TD reserves the right - as far as this concerns employment terms - to make amendments within reasonable limits, such as amendments as a result of (fiscal) laws and regulations. This always pertains to collective amendments applying to all employees (as described in article 7:613 of the Dutch Civil Code).

Where we present current laws and regulations in the Information and Terms of Employment document, this shall be for information purposes only. Therefore you cannot derive any rights from the information part. The relevant statutory regulations shall apply at all times. You may consult our website [www.topselectgroep.nl](http://www.topselectgroep.nl) for further information on forthcoming amendments, or the background to these amendments. The current - and thus applicable - version of the Information and Terms of Employment is always available in your personal account. We shall notify you via when a new version takes effect.

### 3. Information

#### **Employment contract**

The employment contract regulates the employment relationship between the employee and the employer, in other words the rights and obligations you and TD have towards each other. The employment contract between you and TD is concluded for a definite period of time. Your employment contract specifies exactly how long and until what date the employment contract runs.

Your employment contract specifies what type of employment contract is concluded with you: a standard employment contract or an employment contract with deferred duty of performance. In the event of an employment contract with deferred duty of performance, you will only be entitled to pay when you have performed activities in response to a call from your employer.

#### **Chain rule**

On the basis of the Dutch Civil Code (Dutch abbreviation: BW), an employer and an employee may conclude an employment contract for a definite period of time up to three consecutive times (chain rule). The total duration of two or more employment contracts for a definite period of time shall moreover not extend beyond three years. Interruptions of six months or less between the employment contracts shall count towards the total period of three years.

After an interruption of more than six months between two employment contracts for a definite period of time, the 'chain' is broken and the counting of the number of contracts and the three-year period begins again (article 7:668a BW).

If you work for Utrecht University on a secondment basis, the chain rule (provisions on succession of fixed-term employment contracts) - as stipulated by the employer - shall apply for the employee. This chain rule may deviate from the statutory chain rule.

#### **Probationary period**

If a probationary period applies, this shall be explicitly included in your employment contract, as shall be the duration of the probationary period. The probationary period gives you and TD the opportunity to unilaterally terminate the employment during the probationary period with immediate effect.

#### **Legal termination**

An employment contract for a definite period of time shall be terminated 'legally' when the agreed term of the employment contract expires. Legal(ly) means: automatically, without any prior notification being required by TD or by you. TD will inform you (give you notice) of whether or not TD intends to continue the employment contract after the end date, and if so, under what conditions, no later than a month before the agreed end date. If there is a contract with a duration of less than six months, TD will have no (legal) obligation to give you notice a month prior to the end date.

#### **Premature termination option**

Your employment contract specifies if a notice period for the interim applies to you and



TD and, if so, what notice period applies. You may hand in your notice by completing the [resignation form](#). You can find this form in your account.

### **Dissolution / Termination**

If there are valid reasons for this, the employee or the employer may request the court to prematurely terminate the employment contract in accordance with the relevant provisions in the Dutch Civil Code and additional regulations. The employer may request the Dutch Employee Insurance Agency (Dutch abbreviation: UWV) to give permission for termination in accordance with the relevant provisions in the Dutch Civil Code and additional regulations.

### **Continued payment in the event of sickness**

In the event of illness, you are entitled to 70% of your salary on the basis of Article 7: 629 of the Dutch Civil Code. During the first year, you will be entitled to at least the statutory minimum wage that applies for you. For more information see [www.szw.nl](http://www.szw.nl)

If you work on a secondment basis for Utrecht University, in the same or equivalent positions, a connection will be sought with the Collective Labour Agreement of Dutch Universiteit and the ZANU - as they are applicable from time to time. For more information see [www.vsnu.nl/cao](http://www.vsnu.nl/cao).

### **Pregnancy and maternity leave, parental leave, etc.**

The provisions of the Work and Care Act shall apply to leave in the event of pregnancy, childbirth, adoption and foster care, calamities and other short-term absence leave, short-term and long-term care leave and parental leave. See: [www.szw.nl](http://www.szw.nl).

If you work on a secondment basis for Utrecht University, in the same or equivalent positions, a connection will be sought with the Collective Labour Agreement of Dutch Universiteit and the ZANU - as they are applicable from time to time. For more information see [www.vsnu.nl/cao](http://www.vsnu.nl/cao).

### **Gross pay and payroll tax**

As an employer, TD is obliged to deduct and pay taxes and social security contributions when paying wages. You may be entitled to the so-called payroll tax credit. You can only apply your payroll tax credit with one employee at a time. On the form you receive from TD prior to the drawing up of the employment contract, you are required to indicate whether TD is to take into account the payroll tax credit when determining the payroll tax. You will receive the completed form 'statement of payroll tax information' together with your employment contract. You can sign this form digitally after having checked it. Without a payroll tax statement, TD cannot apply the payroll tax credit. You are also required to supply your Citizen Service Number (Dutch abbreviation: BSN) to TD. The BSN will be required for the payment of payroll tax and social security contributions.

### **Termination of employment**

When your employment contract is terminated and if you comply with the stipulated statutory criteria, you may apply for unemployment benefits (Dutch abbreviation: WW) from the Employee Insurance Agency. More information can be found at [www.uwv.nl](http://www.uwv.nl).

## 4. Terms of employment and procedures applicable at TD

### **Point of contact**

You shall consult with TD concerning affairs with regard to your employment contract or terms of employment. TD is your first point of contact.

You shall discuss the daily course of affairs at your work with your actual line manager at the workplace.

### **Location of activities**

If you have a standard employment contract, then the location of your activities is specified in your employment contract. The assumption is that your activities take place at this location. You shall nevertheless undertake to perform your activities at a location that is different from the location where the work is usually carried out, if required, unless this cannot be asked of you due to special circumstances.

If you have an employment contract with deferred duty of performance, the location of the activities may differ for each call. You will be informed of the location of the activities by TD for each call.

### **Client**

If you have a standard employment contract, the assumption is that you work for the same client for the duration of the employment contract. Yet it may be the case that you are required to perform activities for a different client, for example when the activities cannot be completed with the original client or they finish sooner than anticipated. TD may require you to work for a different client if this is reasonable in the opinion of TD.

If you have an employment contract with deferred duty of performance, TD will inform you of the client for whom you will work for each individual call.

### **Continued payment in the event of sickness**

As indicated in chapter 3, in the event of sickness you will be entitled to continued payment of wages for a maximum of two years, in accordance with article 7:629 of the Dutch Civil Code. This shall naturally only apply for the duration of your employment contract.

### **Holiday hours, lapse of holiday hours and taking holiday leave**

Your employment contract specifies the number of holiday hours to which you are entitled. If applicable, your accumulated (statutory) holiday hours will lapse automatically, without prior notification, 26 weeks after the end of the year in which the relevant holiday hours



were accumulated. However, you are supposed to take holiday hours in the year in which you accumulated the holiday hours, and before the end of your employment contract.

Permission is required from TD for taking holiday leave. If you have an employment contract with deferred duty of performance, you should request leave for your desired working days via the TD hours portal. In the event of a standard employment contract, you may notify us of your desired days via VerlofApp. You will receive an invitation for this. TD shall assess the request for holiday after consultation with the client.

The maximum consecutive holiday period is three weeks, unless there are personal circumstances warranting a longer period. You must explain these circumstances to TD in writing. Taking holiday leave for a period longer than three weeks requires express permission from TD.

If you have an employment contract with deferred duty of performance, you can only take your holiday hours and receive continued payment if you have accumulated a sufficient number of hours.

If you want to take holiday leave, then follow the procedure described above.

TD has assigned the working days between Christmas and New Year as a mandatory holiday period. In addition, TD may assign two other working days as holidays. TD will announce these working days at the beginning of the calendar year. These days will be deducted from the number of holiday hours if you would normally work on these days.

### **Public holidays**

If a public holiday falls on a normal working day, employees with an employment contract without deferred duty of performance shall be entitled to continued payment of wages, on the condition that no activities are carried out at the client's premises on these public holidays, otherwise you should take holiday hours so as not to have to work on a public holiday. Public holidays include:

New Year's Day, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, King's Day and Liberation Day (5 May).

### **Working at clients' premises**

During an assignment, you work under the actual direction and supervision of the client. The client supervises the work and you follow the directions of the person assigned to this end by the client (usually your actual line manager).

### **Working conditions**

Under the Netherlands Working Conditions Act (Dutch name: Arbowet), the client is obliged to create proper working conditions for the seconded employer, and therefore for you as well. Seconded employees are obliged to adhere strictly to the regulations and instructions of the client with regard to working conditions. These include safety regulations, such as the compulsory use of protective equipment (safety shoes and hearing protection) or a smoking ban due to fire hazard, a general smoking ban or otherwise, but also the execution and organisation of the work (sitting position and rest periods).



You have a personal responsibility as well. You are required to observe the regulations and instructions of the Netherlands Working Conditions Act. If the work involves safety risks, you will be informed of these risks before work commences. The client will let you know how to deal with these risks.

If you have (serious) doubts concerning the working conditions at the client's premises, then you should contact TD about this, so that TD may contact the client and call them to account if need be. Furthermore, you may of course ask your actual line manager any questions you may have.

### **Performance and assessment interviews**

TD may (whether or not in the presence of your actual line manager) conduct a performance interview with you. The aim of this mutual discussion is to see if you enjoy your work and whether TD and the client are satisfied with you. If there is a reason to do so, TD records the content and outcome of a performance interview in writing. TD may (whether or not in the presence of your actual line manager) conduct an assessment interview with you at least once a year. In this interview, TD (whether or not together with your actual line manager) gives an assessment of your performance, your work attitude and your career opportunities.

By contrast with the performance interview, the assessment interview is of a one-sided nature. If you have comments on the assessment, then you should indicate this in writing in a separate note to TD.

### **Intellectual property**

All intellectual property rights and/or similar rights including, but not limited to patent rights, design rights, trademark rights, database rights and copyrights on products, works and/or services developed by the employee during or on the occasion of their employment belong to TD.

Insofar as necessary, the employee hereby transfers to the employer - which transfer the employer accepts - all intellectual property rights and/or similar rights to the products, works and/or services (entirely or partly) developed by the employee during or on the occasion of their employment.

The employee shall relinquish any moral rights they may have, such as intended in article 25 of the Copyright Act.

Violation of intellectual property rights and/or any similar rights of the employer may lead to an obligation to compensate for any damages resulting from the violation.

### **Administrative affairs**

In the event of changes to personal details you have passed on to TD (for example, your address, bank account number, marital status etc.), you shall immediately notify TD of this via the hours portal or via [info@topselectgroep.nl](mailto:info@topselectgroep.nl).

### **Proof of identity and declaration of integrity**

Within the framework of the Dutch Compulsory Identification Act, the employee shall



provide the employer with a copy of a valid proof of identity. When returning the relevant signed form, which you will receive prior to the drawing up of the employment contract, you shall also upload/send a copy of your proof of identity. Only a copy of a valid passport or a valid identity card will suffice. In addition, you will be required to visit the office of TD to have your passport or proof of identity checked. You will receive an e-mail about this.

Foreign employees shall also send a copy of a residence and work permit.

The employee shall sign a declaration of integrity if the employer requires this (at the request of the client).

### **Regular hours declaration and hours declaration for overtime**

If your employment contract stipulates that you submit an hours declaration to TD, then you should do so before the end of the week in which the activities were performed. You may complete and submit a digital hours declaration via the hours portal.

You fill in the hours and times worked. If the employment contract includes agreements about overtime, you should (also) specify which hours are overtime hours and whether a supplement was applicable. For (contractual) hours not worked, please specify why they were not worked (for example holiday, public holiday, sickness, etc.).

More information on the digital hours declaration can be found in our hours portal.

### **Pay specification**

If your employment contract specifies an hourly wage (this is generally only the case for an employment contract with deferred duty of performance), you will receive a pay specification after every payment. It specifies the amounts paid out to you as well as the amounts deducted for tax and contributions.

If your employment contract specifies monthly pay, you will receive your pay specification once a month (around the 25th).

Pay specifications are provided digitally in your personal account.

By signing the employment contract, you give TD express permission to supply your pay specifications digitally.

### **Annual statement**

The employee with an employment contract specifying monthly pay will receive an annual statement from TD every year, in the third week of February at the latest. This is a summary of the pay earned at TD over the previous calendar year and the payroll tax and contributions deducted. You can find the annual statement in your personal account.

### **Reporting sick and regulations**

You are required to notify TD of sickness via e-mail as soon as possible on the first day of absenteeism. Your sickness report should be received before 8.45 am. In addition, you should inform your actual line manager of your sickness before 8.45 am.

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If, during your sickness period, you stay at an address that differs from the address known to TD, you should notify TD of this. You should report to TD before 9.30 am on the day of your recovery. TD is obliged by law to enlist the services of the Dutch Health and Safety Service (Dutch name: Arbo) for monitoring and supervision. You should stay at home until the first check. You should furthermore follow the instructions of the Health and Safety Service, and when you are called up for consultation by a doctor, you should follow this up.

Non-compliance with the regulations and/or non-notification of a nursing address may jeopardise the continued payment of wages. Should the Health and Safety Service report to TD that you were not ill and/or you did not comply with the regulations, then you will (perhaps) not be entitled to pay for the relevant days.

### **Sickness during holidays**

If you are sick during your holiday, then you retain entitlement to the holiday hours missed as a result of this, provided you comply with the following regulations:

- You immediately report sick to TD;
- You consult a doctor at your holiday address;
- You provide a statement by the doctor consulted relating to (the duration of) the sickness immediately after returning from your holiday.

## **5. Privacy statement**

B.V. Topselect (also trading under the name Topselect Groep, registered with the trade register under number 30186160, hereinafter: 'Topselect'), uses a strict privacy policy. We take privacy very seriously and will treat personal data in a careful and confidential manner. This privacy statement indicates how we handle the data of our employees and seconded employees (payroll staff), clients (staff members of universities, knowledge institutions and the educational sector as a whole and other relations.

The general sections from the privacy statement as well as the provisions for employees and seconded employees apply to you.

Personal data is any data that is specific to an individual (also known as the individual involved), or which can be traced back to an individual (natural person). There are many types of personal data. Examples include address details, but also information regarding race, religion or health.

Topselect is the controller in the sense of the general data protection regulation (Dutch abbreviation: AVG). In this framework, Topselect is responsible for the processing of personal data and it establishes how and for what purposes this personal data is processed.



We will explain below what personal data we process, for what purpose, for how long and with whom we share personal data. It will also be specified what rights the individuals involved have and how they can exercise them.

## What personal data do we process and for how long?

We process personal data of the following individuals:

- Employees and seconded employees (payroll staff);
- Interested parties;
- Clients (staff members of universities, knowledge institutions and the educational sector as a whole);
- Contact persons of business relations, including suppliers and clients.

We will only process personal data required for the above-mentioned purposes. We strive for minimal data-processing. This means that we will process less or no personal data where possible, and will not store personal data longer than necessary for the purposes of data-processing specified below, and we will observe legal retention periods. Personal data will be destroyed after expiry of the relevant retention periods.

We will only process the following personal data of the (natural) persons specified below:

### (Seconded) employees

- Name and address details, e-mail address, telephone number, bank account number and other contact details.
- Name and contact details of partner.
- Birth information, age, gender.
- Curriculum vitae (CV), information on training, internships and work experience.
- Information on training and education and/or tests the individual involved has followed, whether or not via us.
- Information on availability and leave.
- Nationality, citizen service number, copy of proof of identity, a work permit if applicable.
- Information within the context of a screening.
- Information concerning the nature and content of previous employment mediations, as well as information concerning the termination of said mediation.
- Information related to staff, salary and absenteeism registration.
- Information on the basis of which the individual involved presents themselves (video, photo).

In the case where we are required to store this data on the basis of a legal obligation, we will destroy the data after the legal retention term has expired.

We will erase any other data after two years, except for visual material (video, photos), which we will erase at the first request of the individual involved.

### Interested parties

- Name and address details, e-mail address, telephone number and other contact details.
- Birth information, age, gender.
- Curriculum vitae (CV), information on training, internships and work experience.
- Information that is or could be of importance to assess the suitability of the individual involved, including references and testimonials and data concerning work experience.
- Information on the basis of which the individual involved presents themselves (video, photo).

We will erase this data if the interested party personally requests this and if we do not enter into an agreement with the interested party. We will only store the data for a longer period of time with permission from the individual involved, and for a maximum of two years.

### Clients

- Name and address details, e-mail address, telephone number and other contact details.
- Birth information, age, gender.
- Curriculum vitae (CV), information on training, internships and work experience.
- Contact details of manager.
- Information on training and education and/or tests the individual involved has followed or done, whether or not via us.
- Results and notes of coaching or training programmes and (personality) tests;
- Information on the basis of which the individual involved presents themselves (video, photo).

In the case where we are required to store the data on the basis of a legal obligation, we will destroy the data after the legal retention term has expired. We only store the data for a longer period of time - and for a maximum of two years - with permission from the individual involved, except for visual material (video, photos), which we will erase at the first request of the individual involved.

### (Contact persons of) business relations

- Name and address details, e-mail address, telephone number and other contact details.
- Personal notes of the account manager.

We are required to store data that is relevant for our records throughout legally prescribed retention periods. We will erase any other personal data no later than two years after termination of the business relation or after the contact person has left the business relation.

### **For what purposes do we use the personal data?**

We mainly use the aforementioned personal data to meet our legal obligations and to perform our services in the best possible way. These services include assisting and advising staff members of universities, knowledge institutions and the educational sector as a whole (this includes arranging individual and group-oriented assistance and arranging outplacement programmes) as well as seconding (payroll) staff. In addition, we use personal data for the reasons specified below.

#### **Personal data of (seconded) employees**

Registration and processing of hours worked in our salary system.

- Entering into and maintaining an employee or staff/mediation relationship with the individual involved and performing the relevant administrative tasks, including the payment of wages as well as premiums and social security contributions.
- Communications with our (seconded) employees.
- Meeting reintegration obligations and complying with a (government-imposed) obligation to provide employment to individuals who are far or further removed from the labour market.
- Processing personal data in the context of a screening at the request of our clients.
- Stimulating the personal development and deployability of the individuals involved, including training, education and tests.
- Applying for staff-related subsidies.

#### **Personal data of interested parties**

- Assessment of the preferences, suitability and availability of individuals involved in connection with the offering of our services, where test results can be used as well.
- Communication with interested parties.

#### **Personal data of clients**

- Entering into an assignment relationship with the client.
- Performing our services.
- Processing personal data in the framework of a screening at the request of our clients.
- Stimulating the personal development and deployability of the individuals involved, including training, education and tests.
- Communication with the client.

#### **Personal data in connection with business relations**

- Recording the agreement with the client, maintaining and complying with the relevant agreement with the client and invoicing.
- Recording the agreement with suppliers and advisors, maintaining and complying with the relevant agreement with suppliers and advisors.



## **Other reasons for the processing of personal data**

Compliance with regulations and legislation, with regard to identification, employment legislation, fiscal and social security legislation and the fight against fraud, among other aspects. This also includes the services required in this context which are supplied to us by parties with specific expertise, such as tax advisors, accountants, legal advisors and advisors in the field of quality promotion.

- Approaching the individuals involved for commercial offers, newsletters and training courses by Topselect which could be interesting for them, only if they registered for them.
- For the benefit of communication.
- Quality purposes such as certification.

## **On what grounds do we process personal data?**

There should be grounds to be permitted to process personal data. We process personal data on the following grounds:

### **(Seconded) employees**

- Implementing an agreement with the individual involved;
- Meeting legal obligations (based on fiscal regulations, among other regulations).
- Permission from the individual involved for sending marketing expressions and the use of visual material.
- Legitimate interest. For example, in assessing (seconded) employees for integrity, suitability and reliability (screening), in the event of calamities, for the development of quality systems and in order to facilitate auditing.

### **Interested parties**

- Permission granted to us.

### **Clients**

- Permission granted to us.
- Performance of an agreement with the individual involved.
- Compliance with legal obligations (based on fiscal regulations, among other regulations).
- Legitimate interest. For example, in assessing clients for integrity, suitability and reliability (screening) as well as in personal development.

### **(Contact persons of) business relations**

- Implementing an agreement with the individual involved.
- Meeting legal obligations (based on fiscal regulations, among other regulations).
- Permission from the individual involved.

### **General**

Other situations could occur in which we process personal data on the basis of a legitimate interest of Topselect (for example, when this is required for the performance of our daily business operations).

When we process your personal data on the basis of a legal or contractual obligation or for the performance of an agreement with you, it is important that you provide us with the requested data. If you fail to do so, we will be unable to perform the agreement with you or you could be in violation.

If we process your personal data on the basis of your permission, you will have the right to withdraw this permission at any time. From that time onwards, we will cease the processing of this personal data with immediate effect.

### **Sharing personal data**

We will exclusively share the collected personal data with third parties to support the previously mentioned purposes or if this is required by law. The situation at hand determines what personal data is supplied to whom.

### **(Seconded) employees**

We have an obligation to supply personal data to competent authorities and agencies, such as:

- The Dutch tax and customs administration, social insurance agencies and the labour inspectorate;
- The pension insurer (STIPP/Brand New Day);
- The occupational health and safety service (Dutch: Arbodienst);
- Clients to whom employees are seconded;
- Advisors and other suppliers of expertise services which we use in connection with correct compliance with our legal obligations;
- Other relevant government agencies and supervisory bodies, such as the Dutch Data Protection Authority (Dutch abbreviation: AP).

### **Interested parties**

We will not share any personal data of interested parties with third parties.

### **Clients**

We will exclusively share personal data of clients with third parties, insofar as this is legally required or results from our relationship or assignment with the client, such as:

- The Dutch tax and customs administration;
- Third parties deployed by us in the framework of assisting and advising the client;
- The manager or employer of the client.

### **(Contact persons of) business relations**

We are required to supply personal data to competent authorities and agencies, such as:

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- The Dutch tax and customs administration;
- Advisors and other suppliers of expertise services, which we use in connection with correct compliance with our legal obligations;
- Other relevant government agencies and supervisory bodies such as the Dutch Data Protection Authority (Dutch abbreviation: AP).

If necessary, we will ensure that agreements are in place with the aforementioned third parties about the requirements that the data exchange must meet, and we will specifically see to it that the relevant third party is also in compliance with the General Data Protection Regulation. The collected personal data will not be loaned, leased, sold or disclosed in any other ways than previously described. We will not pass on any data to a country outside the European Union if there is no legal basis for this.

### **Security of personal data**

We consider the proper security of your personal data to be very important. We have taken technical and organisational measures to protect your personal data against (cyber) crime, destruction, loss or other unlawful processing. The measures taken meet at least the minimum general requirements imposed on information security for an organisation such as ours. We evaluate the implemented measures periodically and adjust them if necessary. If we use the services of third parties, such as an IT supplier, we will make arrangements regarding sufficient security measures.

We will ensure that staff members do not have more access to personal data than they strictly require for the proper performance of their activities.

We will conclude a confidentiality agreement with everybody who is given access to personal data processed by us, and who does not yet have a confidentiality obligation on the basis of profession, role or a legal obligation.

### **Privacy rights of individuals involved**

Based on the General Data Protection Regulation, you, as the individual involved, have rights you can use towards organisations who process personal data. These are as follows.

#### **Right to access and/or rectification**

Via a request for access, you can request information as to what personal data we process, for what purpose, how we source this data and what retention periods we use. In addition, you can submit a request to have your personal data supplemented or corrected.

#### **Right to restriction of processing**

If the personal data we process is possibly incorrect, is processed unlawfully, is no longer required or if you object to the processing as described hereafter, we will (temporarily) cease the processing of your personal data at your request or only process your personal data in certain cases.

#### **Right to data erasure**

If your relationship with us has ceased, you may request us to erase your personal data. We will always honour your request if the data processing is exclusively based on permission.

In all other cases, we will assess whether there are reasons that block full or partial erasure, such as legal retention obligations.

#### **Right to data transfer**

If we process your personal data exclusively on the basis of permission granted by you or in the context of an agreement concluded with you, you will be entitled to request us to transfer this data to you or to a third party to be specified by you. In the event an agreement has been concluded with you, such a transfer will only be possible if the agreement with you has been terminated. We wish to point out that data we process on another basis - such as a legal obligation or a legitimate interest - is not eligible for transfer.

#### **Right to objection**

If we process your personal data on the basis of a legitimate interest of Topselect (including direct marketing or profiling), you may request us to cease this. We will subsequently assess whether we can accommodate your request.

#### **Right to file a complaint with the Dutch Data Protection Authority**

If you believe that we process your personal data in a way that violates the General Data Protection Regulation, you can submit a complaint to the Dutch Data Protection Authority at any time. We refer you to the website of the Dutch Data Protection Authority for the formalities involved in submitting such a complaint.

#### **Amendments to the privacy statement**

Topselect is entitled to amend the content of this privacy statement at any time without prior notification being required. Adjustments to the privacy statement will be published on the website of Topselect. None of the provisions from this privacy statement aims to create any obligation or agreement between Topselect and you as the individual involved.

## **6. Questions and contact**

If you have any questions or comments about the processing of your personal data and the privacy statement in connection with the exercising of the aforementioned rights, you can contact us via:

T: 085-0775040  
E: [privacy@topselectgroep.nl](mailto:privacy@topselectgroep.nl)

If you have any questions or comments about the information and terms of employment or if you have any other questions you can contact us via:

T: 085-0775040  
E: [info@topselectgroep.nl](mailto:info@topselectgroep.nl)

You can reach Topselect from Mondays to Fridays from 9am until 5pm.



**Topselect Groep**

PAYROLL DIENSTVERLENING – LOOPBAAN ONTWIKKELING

Topselect detacheringen  
Daltonlaan 400, 3<sup>th</sup> floor  
3584 BK Utrecht  
[www.topselectgroep.nl](http://www.topselectgroep.nl)