

General recruitment terms and conditions

Schedule 1

General recruitment terms and conditions of e-search (Monkhorst Management)

1. Definitions

In these general recruitment terms and conditions of e-search (**General Conditions**), the following definitions shall apply:

e-search means e-search , a brand of Monkhorst Management, with its corporate seat in Amsterdam, the Netherlands, and address at Weerdestein 43 (1083 GB) Amsterdam, The Netherlands

Candidate means every natural or legal person recruited and selected by e-search to perform work for the Client by virtue of an employment agreement, assignment agreement or any other type of agreement between the Client and the Candidate.

Client means any party with whom e-search has entered into an Agreement (written or unwritten) or to whom e-search has offered to conclude an Agreement.

Agreement means all agreements between e-search and the Client regarding the search, recruitment and selection of Candidates, any assignment and instruction provided by the Client to e-search as well as any act, legal or otherwise relating to the search, recruitment and selection of Candidates by e-search.

2. Applicability

2.1. These General Conditions shall apply to all offers, invitations to make an offer, assignments and Agreements between e-search and the Client, as well as any agreements that ensue therefrom.

2.2. Any modifications or amendments to these General Conditions shall only be valid if expressly agreed on and confirmed in writing by e-search.

2.3. The applicability of any type of general terms and conditions of the Client is expressly excluded.

2.4. If any provisions of the Specific Recruitment Agreement deviate from any provisions included in these General Conditions, the provisions as set out in the Specific Recruitment Agreement shall prevail. Every Specific Recruitment Agreement shall be numbered and contains the detailed specifics of a search.

3. Offers, formation of Agreements

3.1. All offers of e-search, including all cost specifications, shall always be without obligation and can be revoked or modified by e-search at any time.

3.2. An Agreement between e-search and the Client shall only be formed, if and once e-search and the Client have signed an Agreement (if it is in writing) or if and once e-search has expressly accepted and confirmed an offer, assignment or other type of instruction from the Client in writing or has commenced to perform an Agreement, offer, assignment or other type of instruction from the Client or in the event the Client has invited a Candidate introduced by e-search for an interview. The foregoing also applies to any changes in the arrangements agreed upon in an Agreement. E-search has the right to subcontract the whole or part of the Agreement to third parties.

3.3. Any deviations from the General Conditions agreed upon between e-search and the Client in the context of the conclusion of an Agreement, shall not apply to (the conclusion of) any other Agreement between e-search and the Client, unless explicitly agreed otherwise in writing.

3.4. e-search reserves the right to change or supplement these General Conditions. Any changes shall apply to any Agreements already concluded between e-search and the Client and shall take effect after the lapse of a thirty (30) day period from the date an announcement of such change is communicated to the Client on the website of e-search and by electronic messaging. Changes of minor importance can be implemented at all times and shall take immediate effect. If the Client does not wish to accept a change in these General Conditions that is not of minor importance, the Client can terminate (*opzeggen*) the Agreement against the date on which the new version of the General Conditions shall take effect. For the avoidance of doubt: any sums which are due and payable by the Client to e-search at the time of termination of the Agreement by virtue of this clause shall remain due and payable and the Client shall remain obliged to fulfill any other obligations that ensue from the Agreement up until and, if applicable, including the date of termination.

4. Placement fee, method of payment and other costs

4.1. e-search works on retainer basis with a 1/3 retainer paid upfront. A 1/3 fee at shortlist and e-search shall be entitled to payment of a placement fee minus already paid fees in the event of a successful placement of a Candidate with the Client by e-search. The placement fee of e-search BV shall be a percentage of the gross annual salary (including 13th month or any extra other contractual) of the placed Candidate, irrespective of whether the Candidate works fulltime or part-time, unless agreed otherwise in writing between E-search and the Client. The gross annual salary includes an 8 % holiday allowance, expense allowances, pension and health benefit allowances and a possible car allowance. For purpose of clarity: the foregoing entails that in the event a Candidate (introduced by e-search) and the Client enter into an employment agreement for the duration of six (6) months, whereby the Candidate shall work for four (4) days a week, E-search shall be entitled to 25% of the gross annual salary of the Client calculated on the basis of a fulltime (five (5) day) work week and over a period of 12 months. Exceptions to be defined in the Recruitment Agreement

4.2. The placement fee as referred to in clause 4.1 above, shall also be payable by the Client in the event the Client declines a Candidate introduced by e-search and the Client enters into an employment, assignment or other type of agreement with the relevant Candidate within 12 months from the date the Candidate was introduced. The foregoing applies *mutatis mutandis* in case an Agreement between e-search and the Client was terminated and the Client enters into an employment, assignment or other type of agreement with a Candidate that was introduced by e-search under such Agreement.

4.3. In the event an employment, assignment or other type of agreement entered into between the Client and the Candidate, following search, selection and recruitment activities of e-search, ends within the contractually agreed trial period (proeftijd) or prior to the end of the term of the relevant agreement between the Candidate and the Client, e-search shall have no obligation to refund to the Client the placement fee as referred to in clause 4.1 above.

4.4. e-search will provide the Client with its invoice for the full amount (minus any fees paid upfront) of the placement fee on the first working day of the Candidate, unless agreed otherwise in writing between e-search and the Client.

4.5. All invoices of e-search must be paid within seven (7) calendar days of the invoice date, unless agreed otherwise in writing between e-search and the Client. If invoice is not paid a reminder will be sent on the 9th day after sending the invoice. Hereafter e-search will send a message that a collection agency will be engaged. Two days after that message e-search will outsource collection of debt completely

4.6. In the event of late payment, the Client shall be in default by operation of law (therefore without a notice of default being required), and the Client shall be required to pay statutory interest (on the basis of section 6:119a of the Dutch Civil Code), plus 1% over the amount due.

4.7. The Client shall pay all judicial and extrajudicial costs that e-search may incur in connection with a failure by the Client to (timely or fully) fulfill any of its obligations vis a vis e-search properly and timely. The extrajudicial (collection) costs payable by the Client shall amount to a minimum of 75% of any amount due to e-search.

4.8. The Client is not entitled to set off any sums due to e-search against any claims on e-search. The Client shall not be entitled to suspend any of its obligations, including its payment obligations, vis a vis e-search.

4.9. Possible costs that may be incurred by the Candidate in connection with an interview with the Client, including travel and accommodation expenses, shall be for the account of the Client, and shall, upon the sole instruction of e-search, be paid directly by the Client to the Candidate or to e-search.

5. Search, recruitment and selection

5.1. The Client acknowledges and agrees that any search, recruitment and selection activities which shall be performed by e-search qualify as a best efforts obligation (*inspanningsverbintenis*) and that e-search cannot guarantee that the performance of the Agreement will result in the placement of a qualified Candidate with the Client.

5.2. Any timelines that may apply to the search, recruitment and selection of Candidates by e-search are of an indicative nature and are not binding. e-search shall not be in breach of any of its obligations and shall not be liable for any type of damages in case e-search does not introduce or does not timely introduce one or more Candidates to the Client.

5.3. e-search will carry out such search, recruitment and selection activities for the benefit of the Client as agreed upon in the Agreement.

5.4. When performing the Specific Agreement e-search shall make use of a job specification provided by the Client. Candidates will be recruited and selected on the basis of this job specification. During the selection procedure Candidates will be informed about the open position and (as far as is necessary and desirable) about the company of the Client.

5.5. e-search shall provide the Client with the curriculum vitae of every selected Candidate, as well as an oral explanation thereto. Based on this information the Client shall decide, if required in consultation with e-search, which Candidate(s) the Client wishes to invite to an interview. The relevant Candidate(s) shall then be introduced to the Client by e-search.

5.6. The final selection of Candidates shall be carried out by the Client following the interviews held with the selected Candidate(s). During the final selection procedure e-search shall maintain contact with the Client and the selected Candidates

5.7. Candidates who shall not be selected for an interview in accordance with clause 5.5 or who shall not be invited for any further interviews in accordance with clause 5.6, or who shall be made an offer to enter into an employment, assignment or any other type of agreement by the Client, shall be informed thereof by e-search.

6. Obligations of the Client

6.1. The Client shall ensure that e-search is provided with all the information it requires to properly and timely fulfill its obligations that ensue from the Agreement. Should the Client fail to provide any required information, e-search is entitled to postpone the performance of the Agreement. e-search shall be allowed to make use of the tradename and the logo/brand of the Client without charge, when performing the Agreement with the Client.

6.2. e-search may and shall rely on the accuracy and completeness of any information provided by both the Client and the Candidate. In the event any information provided to e-search proves to be inaccurate, incomplete or insufficient, any possible consequences thereof, including possible damages of the Client, the Candidate or any third party, shall be for the risk and account of the Client.

6.3. All the information regarding a selected Candidate provided to the Client by e-search, is strictly confidential. The Client is not entitled to disclose such information to third parties, without the prior written consent of e-search. In case of a violation of this clause 6.3, the Client shall owe e-search an immediately payable penalty (*onmiddellijk opeisbare boete*), without a notice of default being required, in the amount of EUR 1500 per violation. e-search shall remain entitled to claim any type of damages it has incurred or will incur as a result of a violation of this clause 6.3.

7. Ethical rules of conduct

7.1. e-search will apply the following ethical rules of conduct in the context of its performance of the Agreement:

(a) e-search will not actively approach Candidates who work for a Client for a period of 1 year after placement;

(b) Candidates are only presented to a Client after e-search has interviewed and fully informed the Candidate about the organization and / or vacancy based on the information given to e-search by the Client.

(c) e-search will treat both business data and personal data of Candidates as confidential and shall comply with the privacy regulations that ensue from the General Data Protection Regulation (GDPR) (*Algemene Verordening Gegevensbescherming*).

8. Liability and indemnity

8.1. The Client is solely responsible for verifying the references, diplomas and other relevant documentation that the Client wishes to rely upon in the process of hiring a Candidate that was introduced by e-search. It is up to the Client to assess whether or not a Candidate is qualified for the position to be filled, before entering into an employment, assignment or other type of agreement with the Candidate. e-search is not responsible and will not be liable for any type of damages in case a Candidate hired by the Client proves to be unqualified or unsuitable.

8.2. e-search is not liable vis à vis the Client for any type of damages (including, for the avoidance of doubt, lost profit and any other type of consequential damages) regardless of the grounds for liability, such grounds including, for the avoidance of doubt, breach of contract, tort and strict liability. The foregoing does not apply in case damages result from the intent (*opzet*) or willful recklessness (*bewuste roekeloosheid*) solely on the part of the management staff of e-search.

8.3. e-search is not liable for any type of damages that are inflicted, directly or indirectly, by the Candidate/employee of the Client on the Client and/or on third parties.

8.4. The Client indemnifies e-search from and against any claims of third parties, including the Candidate, on any basis whatsoever in connection with the performance of the Agreement.

8.5. Notwithstanding the above provisions, any liability of e-search shall never exceed the amount of the placement fee(s) agreed upon in the Agreement which the damages relate to.

9. Force majeure

9.1. In the event of force majeure on the part of either e-search or the Client (hereinafter referred to as a party or the parties), the performance of the Agreement shall be fully or partly suspended for as long as the force majeure situation continues, without either party being liable for payment of any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than three (3) months, or has lasted for three (3) months, the other party may rescind (*ontbinden*) the Agreement out of court by registered letter effective immediately, without either party being liable for any possible damages.

9.2. Force majeure on the part of e-search includes:

(a) circumstances relating to persons and/or materials which e-search relies upon for the performance of the Agreement and that prevent e-search from (timely) fulfilling its obligations under the Agreement and/or render performance of the Agreement objectionable and/or unreasonable costly, such as sickness, absence or strikes of (management) staff, power outages, computer (including software) failures, changes in the price of software and other equipment used by e-search to perform the Agreement;

(b) any breach by third parties in the performance of obligations via a vis e-search, the fulfillment of which is relevant for the performance of the Agreement by e-search vis a vis the Client;

(c) war, riots and similar circumstances

(d) any changes in (national and international) legislation which have an adverse effect on the performance of the Agreement by e-search.

10. Applicable law

10.1. The legal relationship between e-search and the Client, including the Agreement and these General Conditions, as well as any non-contractual obligation arising out of or in connection with the Agreement or these General Conditions, is governed exclusively by Dutch law.

10.2. All disputes arising out of or in connection with the Agreement and these General Conditions, including disputes concerning its existence and validity, shall be exclusively settled by the competent judge of the court of Amsterdam

11 Recission of the agreement

11.1. e-search may, at its option, fully or partly suspend the performance of the Agreement or rescind (*ontbinden*) the Agreement in full or in part, out of court by written notice to the Client, with immediate effect and without being liable for payment of any type of damages to the Client, in the event that:

(a) the Client fails to fulfil any of its obligations under the Agreement and/or these General Conditions;

(b) the Client applies for or is granted a suspension of payments, or applies for bankruptcy or is declared bankrupt, or applies for or is placed under legal guardianship or administration;

(c) the Client's enterprise is sold or discontinued;

(d) an attachment is levied on any of the Client's assets.

11.2. All claims which e-search may have or come to have against the Client in the circumstances as set out in clause 11.1 above, shall become immediately due and payable.

12. Miscellaneous

12.1. The terms "written" or "in writing" in these General Terms and Conditions also include communication via e-mail, Whatsapp and all other means of modern communication

12.2. Any notice required by or in connection with the Agreement or these General Conditions shall be in writing and shall be duly given if delivered by e-mail, registered letter or by hand to the (corporate) (e-mail) addresses of the parties to the Agreement and for the attention of their authorized representatives.

12.3. e-search has the right to assign the Agreement or any of its rights and obligations under the Agreement and the General Conditions to a third party. To the extent required, the Client hereby provides its consent thereto in advance. The Client is not authorized to partly or fully assign the Agreement or any of its rights and obligations under the Agreement or these General Conditions to a third party, or to subcontract any of its obligations under the Agreement, without the prior written consent of e-search.

12.4. In the event that any or part of the provisions contained in these General Conditions or the Specific Agreement are determined to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law. The parties shall replace the invalid, unlawful or unenforceable provision by a provision which is the same or similar in effect and which best expresses the intention of the parties.