

GENERAL TERMS AND CONDITIONS REP Recruitment B.V.

1. General provisions

Art. 1.1

These General Terms and Conditions apply to all quotations, contracts and agreements of REP Recruitment B.V., a private company with limited liability, hereinafter referred to as REP, in terms of recruitment, executive search, organizational and psychological assessment, Interim Management, training, career guidance and outplacement. These General Terms and Conditions also apply to all other agreements with REP.

Art. 1.2

Conditions and agreements that vary from these General Terms and Conditions are only valid insofar as they are confirmed in writing by REP.

In the case of conflict between the General Terms and Conditions of REP and the general terms and conditions and/or purchase conditions of the client, the General Terms and Conditions of REP will be exclusively valid unless this is expressly written and incidentally agreed otherwise and confirmed by two employees of REP authorized for this purpose.

Art. 1.3

The laws of the Netherlands shall apply to all relations between REP, the client and the candidates.

2. Offers and contracts

Art. 2.1

All REP quotations and offers are without obligation.

Art. 2.2

REP confirms contracts given to the client in writing. The confirmation contains a description of the contract, the working procedure to be used, the estimated timing, the fee and manner of invoicing.

Art. 2.3

The confirmation is given to the client in two copies. Approval by the client is demonstrated by signing the confirmation or from actions of the client which show approval.

Art. 2.4

Additional costs such as advertising, travel, accommodation and assessment shall be borne by the client, but only to the extent that these costs are approved in advance by the client.

Art. 2.5

The amounts mentioned in quotations, order confirmations and agreements are exclusive of VAT.

3. Recruitment, executive search

Art. 3.1

A contract for recruitment or executive search starts on the date specified in the order confirmation.

Contracts are only carried out on the basis of exclusivity.

Art. 3.2

When entering into a contract in the field of recruitment REP sends an invoice in accordance with the payment model below:

-> $\frac{1}{3}$ of the expected total fee at the start, with a minimum of € 3,500.

-> $\frac{1}{3}$ of the expected total fee upon acceptance by the client of the candidate(s) presented by REP.

-> The final settlement consisting of the total fee minus the two advance payments already invoiced upon completion of the contract.

When entering into a contract in the field of executive search REP sends an invoice in accordance with the payment model below:

-> $\frac{1}{2}$ of the expected total fee at the start, with a minimum of € 7,500.

-> The final settlement consisting of the total fee minus the advance payment already invoiced upon completion of the contract.

Art. 3.3

Presentation of candidates to the client will take place to the best of REP's knowledge and ability, whereby REP assumes that information provided by candidates or references is correct.

Art. 3.4

Gathering references for candidates by REP or the client shall take place only with the consent of the candidate.

Art. 3.5

After signing of the employment agreement by the candidate, the client shall owe a fee of: 27.5% of the gross annual salary of the candidate in the case of a recruitment contract and 30% of the gross annual salary of the candidate in the case of an executive search contract. If the client accepts several of the candidates presented by REP, the client shall owe the full fee for each candidate.

Art. 3.6

The fee is calculated on the gross annual salary, including all taxable income components. If the gross annual salary of the candidate is dependent on achieving personal sales or marketing targets, then it is assumed that these targets will be achieved when determining the fee based on the gross annual salary. If a company car is part of the working conditions, but the exact tax value cannot yet be determined at the commencement of employment, an amount of € 3,250 will be added to the salary.

Art. 3.7

A contract for recruitment shall end at the signing of the employment agreement by the candidate selected by REP. A contract for an executive search shall end at the signing of the employment agreement by the candidate selected by REP or when REP has carried out all the work specified in the contract irrespective of the result.

Art. 3.8

The fee mentioned in Articles 3.5 and 3.6 is also payable by the client if an employment agreement is still concluded with a candidate proposed by REP and who was unsuccessful, within 24 months of the presentation of the candidate.

Art. 3.9

In the case of premature termination of the contract by the client, the full expected fee payable by the client that is outstanding at that time will be charged in full and once-only minus the advance payments already invoiced.

Art. 3.10

If the client wishes to continue the same contract within a period of three months after the situation mentioned in Article 3.9, REP shall apply the invoicing model mentioned in Article 3.2 whereby the first advance payment shall lapse.

Art. 3.11

In the case of interim changes in the job profile by the client, REP reserves the right to charge an additional advance payment of the same amount as the first advance payment with a minimum of € 3,500.

4. Organizational and psychological assessment, coaching, training and outplacement

Art. 4.1

A contract in the field of organizational or psychological assessment, personal coaching, training or outplacement begins at the start time specified in the order confirmation.

Art. 4.2

Advice and assessment data are presented to the best of REP's knowledge and ability. The premise is that data provided by candidates or employees of the client are correct. Personal data of employees and candidates are provided only with the consent of the parties involved.

Art. 4.3

A contract ends upon the completion of the agreed work or after presentation of the results to the client, employee or candidate. Contracts for coaching or outplacement end after the agreed period or earlier if the desired result is achieved or if the candidate withdraws.

Art. 4.4

In the case of contracts in the field of organizational and psychological assessment, the client shall owe the fee at the time that the contract is given. The client receives an assessment report after the work is carried out unless an employee or candidate does not give his/her permission for the reporting of the assessment results to the client.

Art. 4.5

In the case of contracts in the field of coaching, training or outplacement, an advance of 2/3 of the agreed fee will be charged when the contract is given. Invoicing of the balance shall take place after completion of the contract.

Art 4.6

Upon termination of the contracts referred to in Article 4.5, the client shall pay the entire agreed fee. If the termination occurs after the initial meeting with the employee, only hours spent will be charged.

Art. 4.7

Contracts can be canceled without penalty up to 14 days before the (first) assessment day. In the case of later cancellation, a 10% administration fee will be charged.

Art. 4.8

Unless otherwise agreed in writing, the hourly rate of REP is € 120 excluding VAT per hour worked.
In the case of

an hourly rate, all hours actually spent as well as (but not exclusively) study and travel time are included in the calculation.

5. Payment terms:

Art. 5.1

Invoices must be paid within 14 days after the invoice date. Only payments to REP discharge this obligation, unless otherwise agreed. REP reserves the right to require advance payment.

Art. 5.2

Complaints about invoices must be submitted in writing to REP within one week after receipt of the invoice.

Art. 5.3

If an invoice of REP is not paid within the prescribed period, 1.5% interest shall be charged per calendar month on the outstanding amount, where the current month is considered a full month. A notice of default is not required.

Art. 5.4

All costs of collection, at law or otherwise (including the costs of legal assistance of REP) will be charged to the client.

6. Professionalism and liability

Art. 6.1

Both during and after termination of a contract, the employees of REP and clients are bound to maintain the confidentiality of any data and assessment results with respect to each other, for which it is reasonably foreseeable that disclosure of such may cause harm to the parties.

Art. 6.2

Contracts are carried out with the help of professional instruments and in a manner which may be expected of a professional company equipped with standard professional knowledge. Contracts in the field of industrial psychology are carried out under the responsibility of properly qualified employees.

Art. 6.3

In the case of contracts in the field of recruitment and executive search, the general rules of conduct also apply to REP.

Art. 6.4

The client is responsible for deciding whether or not to take the advice given by REP or whether or not to appoint a candidate presented by REP. REP cannot be held responsible for the consequences of taking or not taking advice or accepting or not accepting assessment results.

Art. 6.5

There is only attributable failure on the part of REP if it has made errors or has been negligent when fulfilling its obligations which a company equipped with standard professional knowledge should have avoided by acting with due care, but only insofar as there is deliberate intent or gross negligence on the part of REP.

Art. 6.6

In the case of an attributable failure in the fulfillment of its obligations as stated in Article 6.5, the liability of REP is in all cases limited to a maximum of € 5,000 excluding VAT.

Commercial Register of the Arnhem Chamber of
Commerce no. 09156995 General Terms and
Conditions REP Recruitment B.V. 2007