

## Article 1: Definitions

In these terms and conditions, the following terms are defined as stated below:

- a. Contracted party: Lytz bv; with its registered office in Groningen, the Netherlands, and filed with the Chamber of Commerce under file reference no. 01137076;
- b. Contracting party: the other party of the contracted party;
- c. Parties: the contracting party and the contracted party jointly;
- d. Agreement: the agreement between the contracted party and the contracting party;
- e. Candidate: the person nominated to the contracting party by the contracted party following a selection process;
- f. Recruitment process: the assignment in the course of which the contracted party selects one or more candidates for employment (or a similar form of deployment) at the contracting party, and introduces them to the contracting party verbally or in writing.

## Article 2: General

- 2.2 These terms and conditions also apply to all agreements with the contracted party, for the execution of which the contracted party uses the services from third parties.
- 2.3 Any deviations from these general terms and conditions apply only to the agreement with regard to which such deviation is made in writing.
- 2.6 If one or more provisions in these general terms and conditions are void or voided, the other provisions in these general terms and conditions remain in full force.

## Article 3: Offers and quotes

- 3.1 Agreements to which the contracted party is a party are deemed to have been concluded only after:
  - a) both parties have signed an appropriate agreement, or;
  - b) receipt and approval of the written acceptance from the contracting party regarding an offer made by the contracted party.
- 3.2 Any additional agreements only bind the contracted party if the contracted party has confirmed them in writing.
- 3.3 The prices in the aforementioned offers and quotes are given in Euros and do not include VAT and other government levies, nor do they include any costs to be incurred within the framework of the agreement, such as travel expenses and administrative costs and charges, unless indicated otherwise.
- 3.4 Offers and quotes are entirely without obligation and are valid for 30 days after the date of the offer.
- 3.5 The agreement is concluded for the provision of a certain service, which is agreed in writing, and ends by operation of law, after the agreed service has been provided.

## Article 4: Fee

- 4.1 The fee of the contracted party is calculated on the basis of a percentage of a fulltime gross annual salary of the candidate taken on, plus the holiday allowance and any 13th month payment.
- 4.2 At the beginning of the recruitment process, the contracting party must also pay a starting fee which forms part of the total honorarium as referred to in article 4.1.
- 4.3 The provisions in article 4.1 also apply if the candidate taken on will be working part-time.

- 4.4 If multiple candidates, generated from the same recruitment process, are deployed at the contracting party's organisation, the contracted party is entitled to charge 75% of the fee for the second candidate. For the third and each subsequent candidate, 50% of the fee will be charged.
- 4.5 If during the recruitment process candidates are nominated through a channel other than the contracted party, these candidates are included in the procedure of the contracted party, and these general terms and conditions will also apply. This provision also applies if the candidates are introduced directly via the contracting party.
- 4.6 If the contracted party and the contracting party agree on a certain price, the contracted party is nevertheless entitled, following a written notification to the contracting party, to increase the fee if the contracted party can demonstrate that, between conclusion of the agreement and provision of the service significant price changes have occurred with regard to currency, wages or other unforeseen and objective circumstances.
- 4.7 The contracted party is entitled to adjust the fee on an annual basis. This increase does not affect the agreement concluded, with the exception of the provisions in article 4.6.

## Article 5: Payment

- 5.1 Payment must be made within 14 days of the invoice date, by a transfer into a bank account to be stipulated by the contracted party.
- 5.1 If the contracting party fails pay the fee in time, the contracting party is in default by operation of law. In that case, the contracting party owes interest at 1.5% per month or part thereof, unless the statutory (commercial) interest rate is higher, in which case the highest rate applies. The interest on the amount due and payable will be calculated from the moment at which the contracting party is in default until the moment the amount is paid in full.
- 5.3 In the event of liquidation, a winding-up petition, insolvency, granting of statutory debt adjustment under the Debt Management (Natural Persons) Act, guardianship, attachment or (provisional) moratorium of the contracting party, the claims of the contracted party against the contracting party are immediately due and payable.
- 5.4 The payments made by the contracting party first serve to pay costs, then interest due and finally the principal sum and accrued interest.

## Article 6: Collection costs

- 6.1 In the event of non-payment or incomplete payment, the contracting party is in default by operation of law as soon as the payment term referred to in article 5.1 has lapsed. As a result, all reasonable recovery costs in and out of court are payable by the contracting party. In the aforementioned situation, the extrajudicial collection costs amount to at least 15% of the invoice amount, subject to a minimum of € 40.
- 6.2 The contracted party will charge all reasonable costs. Judicial and enforcement costs are also payable by the contracting party.

## Article 7: Execution of the agreement

- 7.1 The contracted party will execute the agreement to the best of its knowledge and abilities, in accordance with

high standards. Within this context, the contracted party assumes a best-efforts obligation for the agreement. If no suitable candidates present themselves for an assignment, the contracted party will confer with the contracting party about the continued execution of the agreement.

- 7.2 For the correct preparation and execution of the agreement, the contracting party must provide the contracted party with all information required. Any interim changes to a profile must be communicated with the contracted party in writing. If changes or incorrect information lead to delays, this will be payable by the contracting party.
- 7.3 If and insofar as required for the correct execution of the agreement, the contracted party is entitled to outsource certain activities to third parties.
- 7.4 The contracting party is obliged to provide all information which the contracted party deems necessary for the execution of the agreement or with regard to which the contracting party should reasonably understand that it is required for the execution of the agreement. This information must be provided promptly and in the form and manner stipulated by the contracted party.
- 7.5 The contracted party is entitled to suspend execution of the agreement until the contracting party has fulfilled all obligations referred to in the previous paragraph.
- 7.6 The contracted party is not liable for damage or losses, of whatever nature, caused by the contracted party using incorrect and/or incomplete details provided by the contracting party or nominated candidate, unless the contracted party should have been aware of this incorrectness or incompleteness.
- 7.7 The contracted party is entitled to keep a copy of the executed work on its records, unless explicitly agreed otherwise in writing.

#### **Article 8: Suspension and dissolution**

- 8.1 The contracted party is entitled to suspend fulfilment of the obligations or to dissolve the agreement if:
  - the contracting party fails to fulfil the obligations under the agreement or fails to fulfil them in full;
  - after conclusion of the agreement, the contracted party has, on the basis of certain facts, good reason to believe that the contracting party will not fulfil its obligations;
  - If there is good reason to believe that the contracting party will fulfil only some of its obligations or will not fulfil them properly, suspension is permitted only to the extent justified by the shortcoming;
  - upon conclusion of the agreement, the contracting party was asked to provide security for the fulfilment of its obligations under the agreement, and this security is not forthcoming or proves to be insufficient.
- 8.2 Suspension and dissolution are permitted only insofar as justified by the shortcoming.
- 8.3 Furthermore, the contracted party is entitled to dissolve the agreement (or to have it dissolved) if there are circumstances that render fulfilment of the agreement impossible or no longer acceptable according to criteria of reasonableness and fairness.
- 8.4 If the agreement is dissolved, the claims of the contracted party against the contracting party become immediately due and payable. If the contracted party suspends fulfilment of the obligations, it will keep its rights by virtue of the law and the agreement.

- 8.5 The contracted party is at all times entitled to claim compensation.

#### **Article 9: Liability**

- 9.1 If the contracted party is liable, its liability is limited to the stipulations in this paragraph.
- 9.2 If the contracted party is liable for direct damage or losses, that liability is limited to the maximum payment under the contracted party's insurance, plus the contracted party's policy excess, that is, the maximum fee payable by the other party, that is, that part of the invoice which the liability relates to.
- 9.3 In derogation from the provisions in paragraph 2 of this article, liability is further limited to the fee payable for the last six months in the case of assignments with completion times of more than six months.
- 9.4 Direct damage or losses are exclusively taken to mean:
  - the reasonable costs to assess the cause and scope of the damage or losses, insofar as that assessment relates to damage or losses within the meaning of these terms and conditions;
  - any reasonable costs incurred to ensure the contracted party's poor performance complies with the agreement, unless this cannot be attributed to the contracted party;
  - the reasonable costs incurred to prevent or limit damage or losses insofar as the contracting party demonstrates that these costs have led to a reduction of direct damage or losses as referred to in these general terms and conditions.
- 9.5 The contracted party is never liable for indirect damage, including, among other things: consequential damage, lost turnover, lost profits, missed savings and damage or losses caused by business interruptions.
- 9.6 In the case of consultancy work, the contracted party is liable for damage or losses caused by attributable shortcomings in the fulfilment of obligations under the agreement. Shortcomings are attributable insofar as it concerns an act or omission by the contracted party that a consultant who acts competently and reasonably is not expected to make.
- 9.7 The contracting party indemnifies the contracted party against and compensates it for all third-party claims that are directly or indirectly linked to the execution of the agreement and all corresponding financial consequences.
- 9.8 The contracted party is not liable for shortcomings in work conducted by third parties, engaged by the contracting party on the recommendation of the contracted party.
- 9.9 The limitations of liability for direct damage or losses contained in these terms and conditions do not apply if the damage or losses can be attributed to the intent or gross negligence of the contracted party.

#### **Article 10: Other obligations of the contracting party**

- 10.1 Without the consent of the contracted party, the contracting party is not entitled to disclose any details about candidates to third parties in any way or to introduce candidates to third parties. If the contracting party introduces a candidate - introduced by the contracted party - to another person, business or institution within 12 months of the candidate being introduced, resulting in an employment contract or other contractual relationship with that candidate, either in his own name or by means of and/or in collaboration with natural persons or legal entities with whom the candidate

is involved, the contracting party will be obliged to pay the total costs in accordance with the provisions set out in article 4 of these General Terms and Conditions.

- 10.2 If the contracting party rejects a candidate introduced by the contracted party or if the candidate rejects an offer from the contracting party to conclude an employment contract, after which the contracting party subsequently, within 12 months of the candidate being introduced by the contracted party, does conclude an employment contract or other contractual relationship with the candidate, either in his own name or by means of and/or in collaboration with natural persons or legal entities with whom the candidate is involved, the contracting party will be obliged to pay the total costs in accordance with the provisions set out in article 4 of these General Terms and Conditions.
- 10.3 In the event of a situation as set out in article 10.1 and/or 10.2 and if there is a contractual relationship other than an employment contract, the first gross annual income referred to in article 4 of these General Terms and Conditions of Recruitment is taken to mean the expected annual turnover to be generated by the candidate at the contracting party.
- 10.4 In the event of a situation as set out in article 10.1 and/or 10.2, the contracting party must notify the contracted party correspondingly with immediate effect.

#### **Article 11: Indemnification**

- 11.1 The contracting party indemnifies the contracted party against all third-party claims in connection with intellectual property rights and copyrights for the documents and data provided by the contracting party, which are used for the execution of the agreement.
- 11.2 If the contracting party provides the contracted party with data carriers, electronic files or software, etc., the contracting party has a best-effort obligation to ensure that the data carriers, electronic files or software are free from viruses and defects.

#### **Article 12: Force majeure**

- 12.1 The party that alleges to be the subject of force majeure is obliged to immediately notify the other party thereof by registered letter.
- 12.2 The parties are not obliged to fulfil any obligation if they are obstructed in doing so as a result of a circumstance that cannot be attributed to fault, and which cannot be attributed to the parties neither by law, a legal act or common opinion.
- 12.3 In these general terms and conditions, force majeure is taken to mean - in addition to the stipulations in law and case law - all external causes, foreseen or otherwise, that are beyond the contracted party's control, such as illness among its staff, power cuts and computer breakdowns, viruses, fire and theft, as a result of which the contracted party is unable to fulfil its obligations. This also includes industrial strikes at the company of the contracted party.
- 12.4 Insofar as the contracted party has already fulfilled or will fulfil some of its obligations under the agreement when the situation of force majeure starts, the contracted party is entitled to separately invoice that part that has already been fulfilled.

#### **Article 13: Confidentiality**

- 13.1 The parties are obliged to observe confidentiality with regard to all information they obtain from each other or

other sources within the framework of their agreement. All information is confidential, unless one of the parties has notified the other party in writing that said information is not confidential.

- 13.2 If, by virtue of a legal stipulation or court ruling, the contracted party is obliged to make confidential information available to third parties appointed by law or the competent court, and the contracted party is unable to invoke a privilege permitted by law or the competent court, the contracted party is not obliged to pay compensation or offer indemnification, while the contracting party is not entitled to dissolve the agreement by virtue of any consequential damage or losses.

#### **Article 14: Intellectual property and copyrights**

- 14.1 Without prejudice to the other provisions in these general terms and conditions, the contracted party reserves the rights and powers allocated to it by virtue of the Copyright Act.
- 14.2 All documents such as reports, recommendations, agreements, designs, drafts, drawings, software, etc., made available by the contracted party are exclusively intended to be used by the contracting party and cannot be multiplied, published or disclosed to third parties without the contracted party's prior consent, unless the nature of the documents made available dictates otherwise.
- 14.3 The contracted party reserves the right to use the knowledge obtained during the execution of the agreement for other purposes, insofar as no confidential information is disclosed to third parties in the process.

#### **Article 15: Warranty**

- 15.1 If it emerges that a candidate nominated by the contracted party leaves the contracting party's organisation at the latter's request within six months of joining, on account of poor performance, the contracted party will again start its recruitment process free of charge in order to appoint another candidate. The definition for the candidate's performance is documented in writing by the parties.
- 15.2 The warranty scheme set out in the previous paragraph does not apply if the candidate himself decides to leave the contracting party's organisation.
- 15.3 If the employment contract is dissolved by mutual consent, the contracted party will again start its recruitment process in order to appoint a new candidate. In that respect, the contracted party will charge the starting fee, once only.
- 15.4 The warranty in this article applies only to the first candidate to be employed by the contracting party, not to candidates who are employed on the basis of the warranty scheme.

#### **Article 16: Complaints**

- 16.1 The contracting party must submit any complaints about services provided in writing within 14 days of their execution.
- 16.2 Complaints about an invoice must be submitted in writing and within 14 days of the invoice date, at the risk of such complaint lapsing.
- 16.3 The complaint must contain a highly detailed description of the shortcoming.
- 16.5 If a complaint is valid, the user will provide the services (or have them provided) as agreed, unless this is, by then,

demonstrably of no use to the contracting party. The latter must be stated in writing by the contracting party.

16.6 A complaint does not suspend the contracting party's payment obligations.

**Article 17: Changes to the general terms and conditions**

17.1 The contracted party is entitled to make changes to these general terms and conditions. Such changes take effect on the announced effective date.

17.2 The contracted party will send the changed general terms and conditions to the contracting party in good time. If no effective date has been announced, changes that affect the contracting party will take effect as soon as the contracting party has been notified of the change.

**Article 18: Applicable law**

18.1 Each agreement between the contracting party and the contracted party is subject only to Dutch law.

18.2 Every dispute between the contracting party and the contracted party that may arise as a result of or in connection with the execution of an agreement between the parties will, at the discretion of the contracted party, be submitted to the competent court in the court district of the North of the Netherlands, Groningen location.

18.3 The parties will submit their dispute to the court only after they have made every effort to settle the dispute in mutual consultation.

18.4 These general terms and conditions remain in force if the contracted party changes its name, legal form or owner;

18.5 These general terms and conditions come into force on 1 June 2015.