

# **Vialegis B.V.**

General terms and conditions of Recruitment & Selection and Interim Managers

## **General section**

This section applies to all activities, agreements, assignments and services of Vialegis B.V.

### **Article 1. Definitions**

The terms stated below are defined as follows:

#### **Vialegis**

The private company Vialegis B.V., having its registered office in Utrecht and its principal place of business in Amsterdam.

#### **Assignment**

The agreement between Vialegis and the Client for the use of Vialegis' services comprising the recruitment and selection of candidates for permanent positions and/or the provision of an Interim Manager to fulfil a specific assignment on behalf of Vialegis with the Client.

#### **Client**

The legal entity represented by one or more natural persons who engages Vialegis to perform specific work at the Client's company.

#### **Candidate or candidates**

Any natural person nominated by Vialegis to the Client or, either directly or indirectly, put into contact with the Client.

#### **Interim Manager**

Any natural or legal person who, pursuant to an agreement for professional services with Vialegis, temporarily performs work or causes work to be performed within the Client's organisation and/or a group company of the Client.

#### **Gross Annual Income**

The candidate's gross annual salary based on a full-time working week including holiday pay, a guaranteed or discretionary bonus, an annual bonus, profit distribution and any other additional allowances. A car provided by the Client shall be equal to a gross annual salary of €10,000.

### **Article 2. Applicability of the general terms and conditions**

2.1 These general terms and conditions apply to all current and future Assignments, unless the parties agree to any provisions to the contrary in writing.

2.2 Any purchase or other terms and conditions of the Client are expressly not applicable. In the event that any deviations are made from these general terms and conditions, such deviations must be agreed in writing.

### **Article 3. Conclusion of the Assignment**

3.1 The Assignment is concluded after Vialegis has made an offer, which has been accepted by the Client.

3.2 Any changes to the Assignment will only be effective upon Vialegis' explicit acceptance.

3.3 The Client is entitled to terminate the Assignment prematurely or not to continue the Agreement at any time. In that case, Article 12 of these general terms and conditions shall apply. The Client is entitled to reject a Candidate and shall notify Vialegis of the reasons. If the Client has rejected a Candidate for any reason, Vialegis shall be entitled to terminate the Assignment.

3.4 Vialegis is entitled to use the Client's trade name and logo when recruiting Candidates, unless otherwise agreed.

#### **Article 4: Payment**

4.1 Payment to Vialegis must be made within 14 days after the invoice date by a transfer to the bank account mentioned on the invoice stating the invoice number.

4.2 In the event that the term of payment is exceeded, the Client shall be in default while a notice of default or summons shall not be required. In this case, the Client shall owe interest on the amount due at a rate of 1.5% per calendar month, whereby a part of the month shall apply as a full month.

4.3 If Vialegis needs to take measures in order to collect the claim, Vialegis will be entitled to charge the Client for the relevant costs, including all costs of legal assistance and other third parties engaged.

4.4 Vialegis must be notified in writing if the right of complaint will be exercised, within one week after the invoice date. The Client shall be deemed to have accepted its payment obligation after this period. A complaint does not affect the payment obligation.

4.5 All amounts referred to are exclusive of VAT.

#### **Article 5: Liability**

5.1 With respect to the performance of its services, Vialegis enters into a best-efforts obligation. The Client must ascertain itself of the Candidate's suitability and must also check references and diplomas of the Candidate by itself.

5.2 Vialegis is not liable for any damage incurred by the Client as a result of actions, omissions, decisions, advice and/or unsuitability of the Candidate and/or Interim Manager.

5.3 Vialegis is not liable for any damage and/or losses caused by the Candidate and/or Interim Manager to the Client and/or third parties.

5.4 Vialegis' liability on account of an attributable shortcoming is at all times limited to the amount paid by the Client to Vialegis for the Assignment in question.

5.5 The Client shall indemnify Vialegis against claims from third parties that would result from any acts or omissions of the Client.

#### **Article 6. Non-competition clause and exclusivity**

6.1 The Client shall not directly or indirectly enter into an employment agreement, collaboration or other contractual relationship of any kind beyond Vialegis' agency, within 18 months after the candidate or Interim Manager has been introduced by Vialegis (including sending the candidate information).

6.2 The Client is not allowed to share Candidate data provided by Vialegis with third parties or to introduce the Candidate to third parties.

6.3 In the event of violation of the provisions of clauses 6.1 and 6.2, the Client shall owe Vialegis an immediately payable penalty of €45,000.

6.4 Candidates are offered by Vialegis to the Client without obligation. The provision of any Candidate through the agency of others than Vialegis is not allowed for the purposes of an Assignment, unless the Client mentions and can prove immediately after the non-binding offer that the Candidate has already been proposed by another agency.

6.5 If a Candidate has in any way become aware of the vacancy or any other recruitment tool published by Vialegis and contacts the Client directly as a result, the Client shall refer the Candidate to Vialegis to perform the recruitment and selection activities by Vialegis. The Client shall moreover notify Vialegis accordingly without delay.

## **Article 7. Confidentiality**

7.1 Vialegis will observe discretion with regard to corporate and personal data of the Client and the Candidate. Personal data will only be provided with the Candidate's consent.

7.2 The Client will treat the information exchanged by Vialegis with due care and discretion. Under no circumstances shall Vialegis and the Client process the Candidates' personal data for purposes other than for the Assignment. Vialegis and the Client will take appropriate technical and organisational measures to secure the processing of data for the purposes of the Assignment, and in particular any personal data.

7.3 At the Client's request, Vialegis imposes on the Candidate or Interim Manager to observe absolute confidentiality regarding confidential information of the Client. However, Vialegis will not be liable for any damage incurred by the Client caused by violation of the duty of confidentiality by the Candidate or Interim Manager.

## **Article 8. Applicable law**

8.1 All legal relationships between Vialegis and the Client are exclusively governed by Dutch law.

8.2 All disputes arising from these General Terms and Conditions or an Assignment to which these General Terms and Conditions apply and which are not settled amicably, shall be settled by the competent court of the District Court of Amsterdam.

## **Article 9. Final provision**

9.1 If any part of the Assignment or these general terms and conditions is void or voidable, this shall not affect the validity of the remaining provisions.

9.2 In lieu of the nullified or void part, the agreements that the parties would have made if they had known about the nullity or voidability shall apply in such case, in accordance with Book 3, Section 42 of the Dutch Civil Code.

## **Recruitment & Selection**

### **Article 10. Assignment**

10.1 Vialegis shall determine the substance of the Assignment in mutual consultation with the Client. This includes the specific aspects of the position, the desired candidate profile (including knowledge, skills, personality) and the assessment criteria on which the selection will be made.

10.2 Vialegis will make every effort to introduce one or more candidates to the Client. Stated times in this respect or the fulfilment of the Assignment are indicative.

10.3 Vialegis is not responsible for the information provided by the Client. Vialegis assumes that such information is accurate and complete as Vialegis relies on the fact that information and data obtained from the candidate or from references is also accurate and complete. Vialegis therefore does not accept any liability in this respect.

### **Article 11. Fee**

11.1 The Recruitment & Selection Fee payable by the Client is expressed as a percentage of the Gross Annual Income with a minimum of €12,500 per Candidate. The Fee excludes costs incurred with respect to additional means of recruitment and selection (such as additional advertisements, psychological tests, etc.) and travel and accommodation costs of the Candidate if agreed by the Client.

11.2 The fee is payable in three periodic instalments. For periods one and two, the estimated Gross Annual Income at the time an employment contract is entered into between the Candidate and the Client is used and amounts to one third of that amount. Period one will be invoiced upon the issue of the Assignment. Period two is invoiced upon the invitation of a Candidate to a second interview. Period three, the remaining amount, is invoiced upon the Candidate's acceptance of the Client's offer.

## **Article 12. Cancellation or modification**

12.1 If the Client terminates the Assignment pursuant to Article 3.3 or discontinues the Assignment for any other reason, the Client shall at all times owe the first period referred to in Article 11. If candidates have already been invited to a second interview, the Client shall also be due the second period.

## **Article 13. Premature termination of the employment contract**

13.1 If the employment contract with the Candidate is terminated by the Client or the Candidate within 3 months after commencement, Vialegis will perform the Assignment again free of charge on the condition that this Assignment is substantively the same as the original Assignment and provided that:

3.1.1 The termination is not due to a change or non-performance of the employment contract by the Client (including a different or incomplete representation of the actual work of the position);

13.1.2 The termination is not the result of a redundancy, reorganisation, merger or acquisition on the part of the Client;

13.1.3 The Client has paid all amounts invoiced by Vialegis up to that point, and;

13.1.4 The Client has notified Vialegis in writing as soon as possible, yet no later than within 7 days after termination of the employment contract, stating specific reasons.

## **Interim Management services**

### **Article 14. Interim management services**

14.1 Vialegis provides for the Client's need for temporary assistance through an Assignment for an Interim Manager. Vialegis will provide the Interim Manager for this purpose. The specialisation requested by the Client, the availability of the Interim Manager and the Client's budget will be taken into account with respect to the choice for a proposal for an Interim Manager to the Client. The Client will ultimately make the final selection for an Interim Manager.

14.2 The Interim Manager shall perform the required assistance under his/her own responsibility and, when performing the work, shall be completely independent, perform the work at his/her own discretion and without supervision of Vialegis and/or the Client and without any form of subordination to the Client. The Client may, however, give directions and instructions regarding the result of the Assignment.

14.3 In the event that the Client should suffer damage as a result of an error committed by the Interim Manager in the performance of his/her work, the Client undertakes to hold the Interim Manager liable up to the amount for which the Interim Manager is insured in a professional liability policy taken out by him/her.

14.4 The Client indemnifies Vialegis against any claims by third parties with respect to the Assignment or the services performed by the Interim Manager.

### **Article 15. Duration and termination**

15.1 The Assignment is entered into for a fixed term and shall terminate by operation of law by the expiry of its term. The Assignment may be terminated prematurely with due observance of the notice period stipulated in the Agreement for Professional Services. Renewal of the Assignment shall take place on the same conditions, subject to any provisions to the contrary explicitly agreed in writing.

15.2 Notwithstanding Article 15.1, both parties may terminate the Assignment with immediate effect without prior written notice of default in the following cases:

15.2.1 In the event that Vialegis, the Client or the Interim Manager should be declared bankrupt;

15.2.2 In the event that the Client imputably fails to fulfil any obligation under the Assignment.

15.2.3 In the event that a Party is granted suspension of payments;

- 15.2.4 In the event that the organisation of a Party is wound up;
- 15.2.5 In the event that the Interim Manager is placed under legal restraint or is sentenced by a final res judicata, is sentenced to imprisonment for a crime;
- 15.2.6 In the event that a garnishment or attachment is levied on the Client's movable and/or immovable property;
- 15.2.7 On the death of the Interim Manager.

15.3 In the event the Client terminates the Assignment, Vialegis shall not be liable to pay any compensation to the Client.

## **Article 16. Compensation and payment**

16.1 The Client shall owe Vialegis a fee for the services provided. Unless expressly agreed otherwise in writing, this fee shall be an hourly rate excluding VAT for the deployment of the Interim Manager.

16.2 The Interim Manager's travel, accommodation and expenses deemed necessary by the Client are not included in this amount. These will be advanced to the Interim Manager with the Client's approval and compensated by the Client to Vialegis.

16.3 During the execution of the Assignment, the Interim Manager shall keep a timesheet that serves as a basis for the calculation of the fee for the work performed. After the Client's approval of the timesheet, Vialegis will send the Client an invoice for the services rendered. The Client shall ensure timely approval of the timesheet provided by the Interim Manager and shall approve the timesheet no later than on the 3<sup>rd</sup> working day after the month worked.

## **Article 17. Take-over of the Interim Manager**

17.1 During the term of the Assignment and for 18 months after termination of the Assignment, the Client shall not enter into an employment agreement, cooperation or other contractual relationship of any nature whatsoever with the Interim Manager, directly or indirectly, without the prior written agreement by Vialegis. This also applies to all group companies of the Client.

17.2 In the event of breach of paragraph 1, the Client shall owe Vialegis a compensation of €45,000, without prejudice to Vialegis' right to full compensation.

17.3 Upon Vialegis' agreement to the Client taking over the Interim Manager, the Client shall owe Vialegis a fee. The amount of the fee payable is based on the Gross Annual Income and depends on the phase of the Assignment, in accordance with the following graduated fee scale (expressed in percentages):

- between 0 and 3 months 27.5;*
- between 4 and 6 months 20;*
- between 7 and 12 months 15;*
- between 13 and 18 months 10;*
- > 18 months or more 0.*