

## **General Terms and Conditions Best People V.O.F.**

### **Search and selection (articles 1 through 14)**

The general terms and conditions are applied by Best People V.O.F., established in Alkmaar at Comeniusstraat 2A and have been deposited at the Northwest Holland Chamber of Commerce and Trade in Alkmaar.

#### **Article 1. General**

The business of Best People is personnel recruitment. This includes search and selection, interim management and executive search.

By Client the following is to be understood: the natural person or legal entity who provides the order to Best People

By Best People the following is to be understood: Best People

By Candidate the following is to be understood: the person or people who are introduced by Best People and/or placed at Client's company in order to conduct work or provide consultancy services.

#### **Article 2. Applicability**

- a) These general terms and conditions apply to all proposals, contracts, agreements and offers between Best People and Client.
- b) Deviating terms will be part of the contract between Client and Best People, if these have been explicitly recognised in writing by both Best People and Client. These terms must be returned signed to Best People prior to the commencement of the order.
- a) Client with whom Best People has previously been engaged into a contract on the basis of these general terms and conditions, is deemed to tacitly agree with the applicability of these general terms and conditions insofar this applies to the continuation of the existing contract or prolongation by means of new agreements.

#### **Article 3. Proposals and Confirmations**

- a) All proposals and fees of Best People are valid for a period of 30 days after the date on the proposal, unless specifically agreed otherwise in writing.
- b) The fees in the aforementioned proposals are exclusive of VAT, unless indicated otherwise.
- c) Client is deemed to have agreed with the proposal if a Candidate is invited for a job interview by Client.

#### **Article 4. Agreement Realisation**

- a) An agreement between Best People and Client is only realised after Best People has accepted the order of Client or when Best People has started with the execution of the order. In these general terms and conditions, an order means the total of the agreed work.
- b) Orders and changes thereof are only binding if these have been confirmed or accepted by Best People in writing.

#### **Article 5. Execution of search & selection or executive search order**

- a) A search and selection order or an executive search order is the order whereby Best People selects one or more suitable candidates for employment with Client and introduces these to the Client either verbally or in writing. An order is fulfilled successfully if and as soon as one of the Candidates that has been introduced to the Client by Best People signs the employment contract offered by Client or has commenced working for Client.
- b) Employment is meant to include any comparable form of actual employment of a Candidate introduced by Best People, whether or not through a third party and whether or not at another branch office of Client and/or in an enterprise associated with his organisation.
- c) Client is not permitted without consent from Best People to approach a Candidate who has been introduced by Best People and who has in first instance been rejected by Client, either directly or through third parties, in any manner, in any position, to enter into an employment relationship with this Candidate or to either directly or indirectly employ this Candidate for a period of 12 months after termination of the order.

- d) The honorarium will also be due in case the Candidate introduced by Best People may already be known by Client before commencement of the order or during the execution of the order, unless Client has entered an explicit reservation in writing in advance.
- e) Orders that are provided to Best People have the character of a “best effort obligation”, as the achievement of the intended result cannot be guaranteed by Best People.

#### Article 6. Withdrawal and amendment of an order

- a) Should the Client, before having accepted a Candidate, change elements from the search and select order to such an extent that in the opinion of Best People a new order can be spoken of, Best People is entitled to charge Client a fixed fee of € 1,500.-.
- b) Best People is entitled to dissolve an agreement if in relation to operating conditions the functional requirements prove to be unfair in practice that, as a consequence, Best People cannot reasonably introduce suitable candidates.

#### Article 7. Secrecy and Confidentiality

- a) Best People undertakes to hold in strictest confidentiality all information related to Client's business received in the performance of an order, which they know or suspect to be of a confidential nature.
- b) Details from the Candidates that have been introduced by Best People will be treated confidentially by Client and cannot be passed on to third parties.
- c) Best People is entitled to add Client's name to a list of business relations which is either published on its website or made public otherwise, unless Client objects to this in writing.

#### Article 8. Choice of Candidate

- a) The Client is responsible for the ultimate choice of a Candidate.

#### Article 9. Compensation

- a) All prices and fees offered or mentioned by Best People are exclusive of VAT.
- b) Upon fulfilment of the search and selection order, Best People will charge Client the honorarium as specified in the (order) agreement.
- c) In case of successful fulfilment of the order by Best People, Best People will charge a search and selection fee of 20% of the gross annual salary, including holiday allowance, a fixed 13th month or a fixed bonus.
- d) In case of a part-time position, the honorarium will be based on the part-time annual salary with a minimum of € 6000.-
- e) If Client wishes to enter into an employment relationship with more Candidates from said search and selection order within one (1) year, Client will for each Candidate that will be hired owe 75% of the full honorarium.
- f) Orders will be accepted by Best People on a basis of exclusivity, unless explicitly otherwise agreed in advance. Candidates will during the agreed exclusivity period only be introduced through Best People. Candidates who are introduced through Client will be included in the procedure by Best People. The aforementioned honorarium agreements also apply to these Candidates.

#### Article 10. Invoicing

- a) The honorarium of Best People will be charged upon signing the employment agreement between Candidate and Client.
- b) Payment must be done within 14 days after invoice date. This term is binding, unless otherwise agreed in writing in the order confirmation between Best People and Client.
- c) After the expiry of the period mentioned in clause a of this article, Client will be in default without a notice of default being required. As of this moment, Client will owe statutory interest at a rate of 1.5% per month on the outstanding amount. A part of a month will be considered a full month.
- d) Both the legal and out-of-court costs related to the recovery and collection of late payments will be for the expense of Client.
- e) If the payment term of the invoice/invoices has/have expired, Best People is entitled to postpone its activities.

Article 11. Guarantee scheme

- a) When the appointed Candidate withdraws before the actual date of employment, the procedure will be re-opened by Best People without any further costs.
- b) In case a Candidate who has been introduced by Best People and has been employed by Client will cease to be employed with Client within three months after employment, Best People will, provided Client has met its payment requirements towards Best People, once, to its best ability, try to recruit a new Candidate for the same position and for a similar salary for Client. To this end, the procedure will be re-opened conform the original order confirmation.
- c) Should Best People not succeed in recruiting a new Candidate who will be employed by Client within three months after termination of employment with Candidate, Best People will reimburse 1/3 of the honorarium paid by Client (exclusive of any additional costs).

Article 12. Liability

- d) Best People will not accept any liability for any damage, of whatever nature, that Client suffers as a result of or in relation to the activities performed by Best People for Client, including possibly intentional acts or omissions by the appointed Candidate.
- e) Introductions of Candidates to Client will be done to the best of Best People's abilities and according to the standards of good workmanship, provided that the data provided by the Candidates or people who act as a reference are correct. People that Candidates have provided as a reference will only be checked after consultation with Best People and after explicit agreement from the Candidate.

Article 13. Applicable law

- a) To all agreements between Best People and Client Dutch law will apply exclusively. Any dispute that may arise between Best People and Client in connection with agreements entered into by parties will be settled by the competent court in Alkmaar exclusively, unless based on any mandatory statutory regulation another judge should prove to be competent.

Article 14. Implementation

- a) These General Terms and Conditions have become effective as of 1 November 2015.

### **Interim management (articles 15 through 29)**

#### **Article 15. Definitions**

The business of Best People is personnel recruitment. This includes search and selection, interim management and executive search.

Contractor: Best People and the Interim Professional it has supplied who is also the user of these general terms and conditions.

Interim Professional: The private person or legal entity who executes the assignment at the company of the employer to their best ability and in accordance with the requirements of good craftsmanship.

Client: The Contractor's counterparty, the natural person or legal entity who uses the offers and services of Best People.

Parties: Client and Contractor.

#### **Article 16. Applicability**

- a) These general terms and conditions apply to all proposals, contracts, agreements and offers between Best People and Client.
- b) Any deviating terms will be part of the contract between Client and Best People, if these have been explicitly recognised in writing by both Best People and Client. These terms must be returned signed to Best People prior to the commencement of the order.
- c) Client with whom Best People has previously been engaged into a contract on the basis of these general terms and conditions, is deemed to tacitly agree with the applicability of these general terms and conditions insofar this applies to the continuation of the existing contract or prolongation by means of new agreements.

#### **Article 17. Proposals and order confirmations**

- a) All proposals and fees of Best People are valid for a period of 30 days after the date on the proposal, unless specifically agreed otherwise in writing.
- b) The fees in the aforementioned proposals are exclusive of VAT, unless indicated otherwise.
- c) Client is deemed to have agreed with the proposal if a Candidate is invited for a job interview by Client.
- d) Any additional agreements or amendments made at a later date, as well as (oral) agreements and/or commitments that have been made by the Interim Professional or on behalf of representatives of Contractor, will only be binding on Client if these have been confirmed by Contractor in writing.

#### **Article 18. Agreement realisation**

- a) An agreement between Best People and Client will only be realised after Best People has accepted the order of Client or when Best People has started with the execution of the order. In these general terms and conditions, an order means the total of the agreed work.
- b) Orders and changes thereof are only binding if these have been confirmed or accepted by Best People in writing.
- c) Agreements between parties will be made in writing prior to the execution of the assignment, yet within 20 working days after physical commencement of the agreed assignment at the latest, by signing of parties of the contracts. The contracts will state at least the following: a description of the assignment, the expected duration of the activities, and the fees. The expected duration and tariff setting mentioned in the contracts are estimates that are deemed sufficient on the basis of perceptions at the time of defining the activities.
- d) By starting the execution of the assignment, the general terms and conditions will become effective automatically.

#### **Article 19. Duration of the assignment**

- a) The assignment will be entered into for a fixed term, unless agreed otherwise.
- b) The assignment cannot be terminated early by any of the parties during the term of the

agreement, unless it has been agreed in writing that early cancellation is allowed.

- c) Should early cancellation be agreed upon, any cancellation must always be done in writing and is subject to a notice period of at least 1 (one) calendar month.
- d) The assignment for a fixed term must be cancelled in writing before the agreed end date and is subject to a notice period of at least 1 (one) calendar month. In the absence of a written notice, the assignment will be tacitly extended. Should this occur, each party may still cancel the assignment anyway in writing whilst observing a notice period of 1 (one) calendar month.

#### Article 20. Execution of the assignment

- a) Contractor will execute the contract to its best ability and in accordance with the requirements of good craftsmanship. Client will be responsible for management and daily supervision of activities the Interim Professional will perform.
- b) If and in so far as a proper execution of the contract so demands, Contractor reserves the right to have third parties execute specific activities.
- c) In case circumstances give rise to this (e.g. illness), Contractor reserves the right to have third parties execute the agreed activities.
- d) The agreed activities will be performed by the Contractor at its own discretion. The Contractor has the right to determine both the date and duration and the management of the activities at its own discretion.
- e) During the term of the agreement, the Contractor and the Client will meet regularly to review the situation, and discuss progress and any other issues relating to the assignment, barring exceptional circumstances such as leave.
- f) Client has the right at all times to have an Interim Professional of Best People fulfil another function and/or perform other activities, yet Client will only do this after prior counsel with and consent from Best People.
- g) Client will allow the Interim Professional of Best People access to all relevant documents related to Working Conditions, Environment and Safety and other data that are required for the proper execution of the assignment. Client guarantees the correctness and completeness of the documents and data provided. Client declares that it has organised a safe workplace that is compliant with the statutory requirements of the Working Conditions Act.
- h) Client declares that it is duly insured for liability relating to the execution of this contract, including the situation where the Interim Professional should be involved in an accident.

#### Article 21. Amendment of the assignment

- a) In case it should become clear during the execution of the agreement that it is necessary for the proper execution to change or complement the activities that are to be performed, parties will in a timely fashion and in mutual consultation amend the contract accordingly in writing.
- b) In case parties agree that the contract is to be amended or complemented, this may affect the date of completion of the assignment. Should this be the case, Contractor will inform the Client thereof as soon as possible.
- c) In case the amendment or complementation of the contract has financial and/or quality consequences, Contractor will inform the Client about this in advance in writing.
- d) In case a fixed honorarium has been agreed, Client will indicate to what extent the amendment or the complementation of the contract will result in a change of this honorarium.

#### Article 22. Secrecy and Confidentiality

- a) Contractor, Client and Interim Professional shall be obliged to observe secrecy in respect of all information they have obtained within the framework of their contract either from each other or from other sources. Information is deemed confidential if this is communicated by the other party, or if this results from the nature of the information.
- b) Details about the candidates who have been introduced by Best People, must be treated confidentially and cannot be passed on to third parties.
- c) Upon termination of the contract, Contractor will return all documents it has in its possession which are the property of Client.
- d) Best People is entitled to add Client's name to a list of business relations which is either published on its website or made public otherwise, unless Client objects to this in writing.

#### Article 23. Cancellation and/or termination of the assignment

- a) The contract will terminate automatically and with immediate effect:
  - at the end of the agreed term of the assignment, provided the one-month notice period has been complied with;
  - in case the Contractor deceases;
  - upon mutual agreement;
  - as a result of declaration of bankruptcy or suspension of payment of the Client.
- b) In case the term of the agreement as specified in accordance with clause a of this Article has been made conditional to the realisation of a specific project, the Client is obliged to inform Best People immediately but at least one month before the end date, as soon as this is known to Client, when this event will happen or on what date the project will be realised.
- c) Upon cancellation of an assignment provided to the Contractor, all costs incurred by Contractor in relation to this assignment will be for the account of the Client, on the understanding that the Client shall, with regard to cancellation fees, in any event be obliged to pay 25% of the honorarium of the remaining period of the agreement to Contractor,
- d) With regard to cancellation fees, Client will in any case be kept to pay 25% of the remaining duration of the contract to Contractor, without Contractor being obliged to provide proof that the said costs have been incurred by Contractor.

#### Article 24. Compensation

- a) All prices and fees offered or mentioned by Best People are exclusive of VAT.
- b) The fee of Best People is not dependent on the outcome of the assignment as described in the order confirmation.
- c) The activities that are to be performed by the Interim Professional will be compensated by Client to Best People on the basis of the number of hours or days spent to execute the assignment.
- d) The honorarium will be based on the hourly fees as mentioned in the order confirmation. The hourly fee will exclusively apply to the Interim Professional mentioned in the order confirmation. The fee is exclusive of VAT, unless stated or agreed otherwise.
- e) The honorarium will also be based on the completed timesheets that have been signed by the Client and which bind the Client.
- f) Commuting expenses, other business mileage and other expenses that will be made on behalf of the Client, will be completely for the account of Client. The expenses of other business mileage will amount to € 0.30 per kilometre.

#### Article 25. Invoicing

- a) The honorarium of Best People will be invoiced on a monthly basis in arrears, unless Client and Best People have made other agreements about this in the order confirmation.
- b) Payment must be done within 21 days after the receipt of the invoice. Payments must be made by making payable the amount due to the bank account of Best People. Payment of the amount due to third parties will not count as a payment in full discharge of liabilities.
- c) In case Client does not pay any amounts in a timely fashion, or if Client is filing for bankruptcy or has been declared bankrupt, Client will be in default without a notice of default being required. In this case, all claims from Best People to Client will be immediately payable, while Best People is also entitled to payment of a default interest in accordance with the legislation in force, whereby a part of the month will be calculated as a full month.
- d) All judicial and extrajudicial costs relating to the collection of any claims will be for the account of Client. The extrajudicial costs will be set at at least 15% of the total amount due.
- e) Each payment by Client shall be allocated, first, towards fulfilment of the interest owed and consequently towards fulfilment of the costs of collection incurred. Only after fulfilment of these amounts, will any other payment made by Client be allocated to repay any outstanding debt related to the principal sum, whereby the oldest debt shall be deemed to be the first to be paid.
- f) In case Client disputes the correctness of an invoice, Client will nonetheless be kept to payment of the undisputed part. Client is not entitled to invoke offset. Any travel expenses and accommodation expenses related to the activities will be invoiced separately on a monthly basis.

#### Article 26. Non-competition clause, Interim Professional takeover

- a) Client and Interim Professional will commit not to enter into a direct or indirect contractual relationship, of whatever name, during the term of the assignment, and for a period of one (1) year after the termination thereof.
- b) In aforementioned clause, Client also means any companies associated with Client as well as any possible successor(s).
- c) In case aforementioned provisions in this Article are breached and Client intends to enter into a direct employment relationship with an Interim Professional that has been put at his disposal, Client will inform Contractor about this in writing and will in any event, subject to the provisions in the following clause, complete the assignment satisfactorily and in compliance with the condition of the contract.
- d) Free takeover of the interim professional in permanent employment is possible after 18 months. If the client wishes to hire the interim professional on a permanent basis earlier, the remaining desk margin up to and including 18 months serves as the takeover fee.
- e) Should the Client after the start of the execution of an assignment, or within one year after termination of an assignment, enter into an employment agreement directly for his own benefit or through and/or for third parties with the Interim Professional involved, Client will on account of compensation pay Contractor an amount of € 25.000,-. Aforementioned amount will be immediately due and payable.

#### Article 27. Liability

- f) Best People will not accept any liability for any damage, of whatever nature, that Client suffers as a result of or in relation to the activities performed by Best People for Client, including possibly intentional acts or omissions by the appointed Interim Professional.
- g) Client will indemnify Best People against any third-party claims resulting from a mistake of the Interim Professional involved in the activities. In case Best People, despite the foregoing, will be held liable by a third party and Best People has been forced to pay damages, Best People will have a right of recourse against Client for the full amount of damages and expenses paid or the amount of damages and expenses it has paid.
- h) Any right to compensation for Client will only arise after a written report to Best People immediately after the damage has occurred. Any liability of Best People expires, after the assignment mentioned in the order confirmation has terminated.
- i) Introductions of Interim Professionals to Client will be done by Best People to its best ability and in accordance with the requirements of good craftsmanship, with the provision that the data provided by the Interim Professionals are correct.

#### Article 28. Applicable law

- a) To all agreements between Best People and Client Dutch law will apply exclusively. Any dispute that may arise between Best People and Client in connection with agreements entered into by parties will be settled by the competent court in Alkmaar exclusively, unless based on any mandatory statutory regulation another court should prove to be competent.

#### Article 29. Implementation

- a) These General Terms and Conditions have become effective as of 1 November 2015.