

PERSONNEL SEARCH
IT RECRUITMENT
ESTABLISHED 2002

General terms and conditions

Secondment
Interim

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1. Introduction

You are holding the general terms and conditions of Personnel Search IT Recruitment B.V. This is the official name of the company that also operates under the name “Personnel Search”. Personnel Search focuses on a number of activities:

Providing seconded personnel and/or Interim Consultants;
Permanent placement of candidates;

These general terms and conditions have a layered structure. They start with a general section that applies to all the activities of Personnel Search. This is followed by general terms and conditions which, in addition to or in derogation from the general section, apply to a specific activity.

2. General section

This section of the general terms and conditions applies to all activities, agreements, assignments and services of Personnel Search.

2.1. Definitions

In these terms and conditions, the following terms are to be understood as follows:

1) Seconded person:

Any natural person who, by virtue of an employment contract with Personnel Search, temporarily carries out work or causes work to be carried out within the organisation of the Client or a third party.

2) Interim Consultant:

Any natural or legal person who, by virtue of a contract for services with Personnel Search, temporarily carries out work or causes work to be carried out within the organisation of the Client or a third party.

3) Candidate:

Any natural person who is introduced by Personnel Search to carry out work as a Seconded person, Interim Consultant (and/or on behalf of an Interim Consultant) and/or employee.

4) Assignment:

The agreement between Personnel Search and the Client, in which Personnel Search undertakes towards the Client to: endeavour to recruit and select a Candidate to enter into the service of the Client or to enter into another relationship with the Client and/or a Seconded person or an Interim Consultant to carry out work for the Client.

5) Client:

The natural or legal person who enters into or has entered into a contract for services with Personnel Search.

6) Personnel Search:

The private company with limited liability under Dutch law [besloten vennootschap met beperkte aansprakelijkheid] Personnel Search IT Recruitment B.V., established in Breda.

2.2. Applicability

2.2.1. These general terms and conditions are applicable from 1 September 2018.

2.2.2. These general terms and conditions apply to all offers from, assignments to and agreements with Personnel Search (irrespective of whether these offers, assignments and/or agreements relate to the provision of temporary staff to Clients, the provision of Seconded persons and/or Interim Consultants to Clients and/or the performance of recruitment and selection work for Clients).

- 2.2.3. Any purchase conditions or other terms and conditions of the Client do not apply. Deviating stipulations of the Client only apply if and insofar as they have been specifically accepted by Personnel Search in writing. This acceptance cannot be deduced from Personnel Search's failure to discuss a possible declaration of applicability of general terms and conditions by the Client. Therefore, this derogation only applies to the case in question. No rights can be derived from the derogation with regard to legal relationships entered into at a later date.
- 2.2.4. Once these general terms and conditions have been applicable to a legal relationship between Personnel Search and the Client, the Client is deemed to have agreed in advance to the applicability of these general terms and conditions to Assignments concluded subsequently.
- 2.2.5. These general terms and conditions also apply to the extension(s) of offers and Assignments with Personnel Search.

2.3. Formation of an Assignment

- 2.3.1. All offers made by Personnel Search are free of obligation and are not binding, unless the contrary is expressly stated in a personally addressed written offer and a deadline for acceptance is also stated.
- 2.3.2. The rates stated in offers and quotations are excluding VAT and other government levies, unless stated otherwise.
- 2.3.3. Verbal commitments made by Personnel Search are not binding until they have been confirmed in writing.
- 2.3.4. Assignments, agreements and amendments thereto do not enter into force until Personnel Search has accepted them in writing, or until Personnel Search has actually started to carry them out.
- 2.3.5. If and insofar as required for the proper execution of the Assignment, Personnel Search has the right to have certain work carried out by third parties.
- 2.3.6. The Client will ensure that all information which Personnel Search indicates is necessary or which the Client should reasonably understand is necessary for the execution of the Assignment, is provided to Personnel Search in good time.
- 2.3.7. If Personnel Search does not receive the information required for the execution of the Assignment on time, Personnel Search is entitled to suspend the execution of the Assignment and/or to charge the Client for the additional costs resulting from the delay at the customary rates.
- 2.3.8. If it has been agreed that the Assignment will be carried out in stages, Personnel Search may suspend the execution of those parts belonging to a subsequent stage until the Client has approved the results of the preceding stage in writing.

2.4. Payment to Personnel Search

- 2.4.1. Payment must be made to Personnel Search within 14 days after the invoice date by transfer of the amount due to the bank account of Personnel Search stated on the invoice.
- 2.4.2. Payment must be made without deduction or set-off, without suspension on account of alleged or actual attributable shortcomings and without the Client being allowed to block its payment obligation through seizure of its own assets or otherwise.

- 2.4.3. If payment has not been made within the term set for this purpose, the Client is deemed to be in default by operation of law from the first day after the expiry of the term set for this purpose. Default occurs without any notice of default or summons being required. In that case, the Client owes an interest of 1.5% per calendar month on the amount due, whereby part of a month will be regarded as a full month.
- 2.4.4. If Personnel Search is required to take measures to collect its claim, Client is obliged to reimburse Personnel Search for all costs actually incurred in the collection, including the actual costs of legal assistance (irrespective of any court order to pay legal costs) and other third parties called in. Personnel Search's statement of those costs constitutes conclusive evidence thereof (subject to proof to the contrary). The collection costs will be the maximum permitted by law.
- 2.4.5. Complaints concerning an invoice and complaints as referred to in Section 6:89 of the Dutch Civil Code must be submitted in writing to Personnel Search within one week of the date of the invoice, failing which the Client forfeits its rights in this respect. An objection or a complaint does not affect the payment obligation.
- 2.4.6. If the Client is in breach of one or more of its obligations at any time (irrespective of any complaint as referred to above), the obligations of Personnel Search are automatically suspended until the amount due (including all costs) has been paid, and Personnel Search may demand full payment from the Client.
- 2.4.7. The Client will at all times, at Personnel Search's first request, provide adequate security for all claims which Personnel Search already has and will have on account of the Assignment, and which are due and payable.
- 2.4.8. If the Client wishes to have a Purchase Order number or other reference stated on the invoices, the Client must provide this no later than 14 days after the Assignment to Personnel Search has been awarded.
- 2.4.9. If the Assignment has been entered into with more than one Client, belonging to the same group of companies, all Clients are jointly and severally liable for the fulfilment of the obligations pursuant to this article, regardless of the name of the invoice.

2.5. Confidentiality

- 2.5.1. At the Client's further request, Personnel Search will stipulate in its relationship with a Candidate and/or Seconded person and/or Interim Consultant, that this person must observe complete confidentiality with regard to Client's confidential information. Personnel Search cannot, however, be held liable for any damage suffered by the Client as a result of the breach of the duty of confidentiality by the person concerned.
- 2.5.2. The Client will keep the content of the Assignment strictly confidential from third parties.

2.6. Liability Personnel Search

- 2.6.1. Personnel Search does not provide any guarantee of any nature whatsoever with regard to the (execution of the) work in connection with the Assignment.
- 2.6.2. Personnel Search cannot be held liable for any damage suffered by the Client (of whatever nature) as a result of the unsuitability of the Candidate, Seconded person and/or Interim

Consultant or if the Candidate, Seconded person and/or Interim Consultant does not, in whatever way, appear to meet the requirements set by the Client.

- 2.6.3. Personnel Search cannot be held liable for any damage and/or losses that the Candidate, Seconded person and/or Interim Consultant inflicts on the Client and/or third parties.
- 2.6.4. Personnel Search's liability is at all times limited to the amount paid out by Personnel Search's insurer and will never exceed the amount paid by the Client to Personnel Search in the relevant year.
- 2.6.5. Personnel Search can never be held liable for indirect damage and consequential damage, including loss of profit and/or losses of the Client and/or third parties. The Client indemnifies Personnel Search against any liability of Personnel Search for such damage to third parties.
- 2.6.6. Personnel Search can never be held liable for obligations that the Candidate, Seconded person and/or Interim Consultant has entered into with the Client or with third parties, regardless of whether permission has been granted by the Client or that third party.
- 2.6.7. The Client indemnifies Personnel Search against such liabilities.
- 2.6.8. Any form of liability on the part of Personnel Search expires at the earliest of the following two dates:
 - 3 months after the Client was or should have been aware of the fact causing the damage, or
 - 12 months after the termination of the Assignment.The Client indemnifies Personnel Search against claims by third parties relating to intellectual property rights on materials or data provided by the Client and used in the performance of the Assignment.
- 2.6.9. If the Client provides Personnel Search with information carriers, electronic files or software etc., it guarantees that the information carriers, electronic files or software are free of viruses and defects.

2.7. Indemnification (entry into service at a later date/contractual relationship)

- 2.7.1. The Client and all of its affiliated companies are not permitted to enter into any employment, cooperation or contractual relationship of any nature whatsoever with the Candidate, either directly or indirectly, for a period of 12 months after a Candidate has been introduced by Personnel Search (including the sending of information about the Candidate) without the express written consent of Personnel Search. This prohibition also applies in the event that the Candidate in question is introduced to the Client and/or its affiliated companies by a third party (e.g. an intermediary other than Personnel Search) in that period or if the Candidate approaches the Client or its affiliated company him- or herself.
- 2.7.2. The Client, as joint and several debtor, guarantees that all companies affiliated with it will also comply with the provisions of Article 2.7.1.
- 2.7.3. The Client is prohibited from in any way passing on information about the Candidate(s) introduced by Personnel Search to third parties or to introduce those Candidates to third parties.
- 2.7.4. Violation of the provisions of Article 2.7.1 and/or 2.7.3 result in a fine payable to Personnel Search and payable on demand amounting to an amount equal to 25% of the Gross Annual Income of the Candidate concerned. Under all circumstances, the fine will amount to a minimum of € 20,000 (twenty thousand euros).

2.7.5. If the Client has not provided Personnel Search with any or an incorrect Gross Annual Income, Personnel Search will determine the Gross Annual Income on the basis of the information available about the position and the job market.

2.8. Fines because of defaulting on agreements/compensation of damages

2.8.1. In all cases in which the Client is liable to pay a fine on the basis of one or more provisions of these general terms and conditions, Personnel Search will also be entitled at all times to compensation and/or compliance with the relevant obligation.

2.9. Taxes

2.9.1. All sums mentioned in these general terms and conditions or other documentation of the Assignment are always excluding any taxes (including VAT) owed on them.

2.10. Transfer of rights and obligations

2.10.1. The Client may only transfer (one or more) rights and/or obligations (in whole or in part) to third parties (including group companies of the Client) if Personnel Search has given its prior, explicit and written consent.

2.11. Choice of law and forum

2.11.1. All legal relationships between the parties to which these general terms and conditions apply are governed by Dutch law.

2.11.2. All disputes arising from or related to a legal relationship between the parties to which these general terms and conditions apply, will in the first instance be settled exclusively by the competent court, being the District Court of Breda.

2.12. Ethical code of behaviour

2.12.1. Personnel Search observes discretion with regard to business and personal data of the Client and the Candidate. Personal data will only be provided with the Candidate's consent.

2.13. Non-solicitation clause

2.13.1. During the term of the Assignment and for a period of 12 months after termination of the Assignment, the Client and all of its affiliated companies are not permitted to enter into an employment relationship or cooperation or contractual relationship of any nature whatsoever with employees or representatives who were employed by Personnel Search at the time of the Assignment, without the prior written consent of Personnel Search.

2.13.2. Violation of the provisions of Article 2.13.1 results in a fine payable to Personnel Search and payable on demand (without notice of default) amounting to €50,000 (fifty thousand euros).

2.14. Final provision

- 2.14.1. All sums mentioned in these general terms and conditions or other documentation of the Assignment are always excluding any taxes (including VAT) owed on them.
- 2.14.2. If a part of these terms and conditions are declared null and void, what the parties would have agreed if they had known about the nullity or invalidity is deemed to have been agreed, in accordance with Section 3:42 of the Dutch Civil Code.

3. Secondment

This part of the general terms and conditions applies - in addition to the provisions above under the general section - to the activities of Personnel Search that relate to Seconded persons.

3.1. Secondment

- 3.1.1. Personnel Search provides the Client with a Seconded person for the duration stated in the hiring agreement.
- 3.1.2. The Seconded person will carry out work (exclusively) in the Netherlands for the Client under the management and supervision of the Client.
- 3.1.3. The Client is itself responsible for assessing the expertise and skills of the Seconded person.
- 3.1.4. At the request of the Client, Personnel Search will endeavour to ensure that the Seconded person complies with the Client's reasonable house rules.
- 3.1.5. The Client will enable the Seconded person to carry out the work at its premises and will provide him/her with adequate workspace and facilities that comply with the applicable working conditions legislation free of charge.

3.2. Substitution

- 3.2.1. In the event that the Seconded person demonstrably does not comply with the Client's requirements, the Client will immediately notify Personnel Search by telephone and confirm this in writing within one day. Personnel Search will then endeavour to make a substitute Seconded person available to the Client on the same terms and conditions. Personnel Search does however not guarantee such a substitute can be found.
- 3.2.2. In the event that the Seconded person is unable to carry out the work, is ill or suffers an accident, the Client will immediately inform Personnel Search thereof. Personnel Search does not accept any liability arising from the inability to work, illness or accident of a Seconded person. At the request of Client, Personnel Search will then make every effort to make a substitute Seconded person available to the Client. Personnel Search does however not guarantee such a substitute can be found.
- 3.2.3. In all cases in which Personnel Search and the Client do not reach agreement on the person to substitute the Seconded person, Personnel Search and the Client may terminate the Assignment in mutual consultation by means of a written notice to that effect, without being liable for any damage suffered by the Client (of any kind whatsoever).

3.3. Indemnification

- 3.3.1. The Client indemnifies Personnel Search against any claims by third parties in connection with the Assignment or the services provided by the Seconded person.
- 3.3.2. The Client indemnifies Personnel Search against any claims (by a Seconded person) pursuant to Section 7:685 of the Dutch Civil Code (industrial accidents). In addition, the Client indemnifies Personnel Search against any and all claims by the Seconded person in connection with damage that the Seconded person suffers as a result of a good owed by the Seconded person being damaged or destroyed during the performance of the work for the Client.

3.4. Terms for transfer of candidates

- 3.4.1. During the term of the Assignment, the Client is, without the express written consent of Personnel Search, prohibiting from, either directly or indirectly (e.g. through the intermediary or with the involvement of a third party) contacting the Seconded person and, either directly or indirectly (e.g. through group companies), entering into an employment contract with the Seconded person, or from entering into any other contractual relationship (e.g. a contract for services or a contractor agreement).
- 3.4.2. This prohibition also applies to all companies affiliated with the Client, and the Client, as joint and several debtor, guarantees that all companies affiliated with it will comply with it.

3.5. Duration and termination

- 3.5.1. The duration of the secondment assignment is stated in the hiring agreement. The secondment assignment is concluded for a minimum period of one year and ends by operation of law upon expiry of the term of the Assignment.
- 3.5.2. The Assignment may be terminated prematurely with due observance of 1 calendar month's notice.
- 3.5.3. Contrary to the above provisions in this article, both parties may terminate the Assignment with immediate effect without prior written notice of default in the following cases:
 - a) If Personnel Search or the Client is declared bankrupt;
 - b) If Personnel Search or the Client is granted a provisional or definitive suspension of payments;
 - c) If Personnel Search or the Client is dissolved;
 - d) If a guardianship order has been imposed on the Seconded person or he/she is given a custodial sentence (whether or not a suspended custodial sentence) against which no further legal remedy is available;
 - e) If any movable and/or immovable property of the Client is attached before a judgment or in execution;
 - f) If the Client fails imputably in the fulfilment of any obligation arising from the Assignment;
 - g) If the Seconded person's employment contract ends;
 - h) If the Seconded person dies.
- 3.5.4. In the event of termination by the Client, Personnel Search is not obliged to pay any compensation to the Client.

3.6. Compensation and payment

- 3.6.1. The Client owes Personnel Search a compensation for the services it provides. The rate is stated in the hiring agreement.
- 3.6.2. Personnel Search is entitled to increase the rate immediately in the event of price increases as a result of measures by (semi) government authorities or other binding regulations and/or collective bargaining agreements, or of the nature of the work.
- 3.6.3. Travel and accommodation costs and other expenses incurred by the Seconded person are not included in the rate. Any travel and accommodation costs and other expenses incurred by the Candidate in connection with an interview and in connection with his/her activities for the Client, which Personnel Search reimburses to the Candidate, will be reimbursed by the Client to Personnel Search.
- 3.6.4. Personnel Search invoices the contractual hours of the Seconded person on a monthly basis.

4. Interim Consultants

This part of the general terms and conditions applies - in addition to the provisions above under the general section - to the activities of Personnel Search that relate to Interim Consultants.

4.1. Interim Consultants

- 4.1.1. The Client has a project that is described in more detail in the hiring agreement. The Client needs specialised people who can carry out and/or supervise that project under their own responsibility. Personnel Search will make the Interim Consultant available for this purpose.
- 4.1.2. The Interim Consultant carries out the agreed work independently. The Interim Consultant carries out the agreed work at his/her own discretion and without supervision or control of Personnel Search and/or the Client. The Client may offer directions or instructions regarding the result of the Assignment.
- 4.1.3. The Interim Consultant will (exclusively) perform the work in the Netherlands at the Client's premises, but the Interim Consultant will determine his/her work schedule independently. However, insofar as required for the fulfilment of the Assignment, consultation will take place with Personnel Search and/or the Client to optimise possible collaboration arrangements with third parties.
- 4.1.4. If necessary for the work, the Interim Consultant will follow the working hours of the Client.
- 4.1.5. In the event that the Client's resources are necessary for the execution of the Assignment, the Client will inform Personnel Search of this prior to the commencement of the relevant part of the Assignment, including any associated costs.
- 4.1.6. The Client indemnifies Personnel Search against any claims by third parties in connection with the Assignment or the services performed by the Interim Consultant.
- 4.1.7. The Client agrees that during the term of the Assignment the Interim Consultant may also perform work for other clients.

4.2. Duration and termination

- 4.2.1. The term of the Assignment is included in the hiring agreement and ends by operation of law upon expiry of the term of the Assignment.
- 4.2.2. The Assignment may not be terminated prematurely.
- 4.2.3. The Assignment will each time be extended by the same period as the first period of the hiring agreement. An extension of the Assignment takes place under the same conditions, unless expressly provided otherwise in writing.
- 4.2.4. Contrary to the above provisions in this article, both parties may terminate the Assignment with immediate effect without prior written notice of default in the following cases:
 - a) If Personnel Search or the Client is declared bankrupt;
 - b) If Personnel Search or the Client is granted a provisional or definitive suspension of payments;
 - c) If Personnel Search or the Client is dissolved;
 - d) If a guardianship order has been imposed on the Seconded person or he/she is given a custodial sentence (whether or not a suspended custodial sentence) against which no further legal remedy is available;
 - e) If any movable and/or immovable property of the Client is attached before a judgment or in execution;
 - f) If the Client fails imputably in the fulfilment of any obligation arising from the Assignment;
 - g) If the Seconded person's employment contract ends;
 - h) If the Seconded person dies.
- 4.2.5. In the event of termination by the Client, Personnel Search is not obliged to pay any compensation to the Client.

4.3. Compensation and payment

- 4.3.1. The Client owes Personnel Search a fee for the services it provides. The rate is stated in the hiring agreement. Unless explicitly agreed otherwise, the hourly rate stated in the Assignment that the Interim Consultant spends on the execution of the project stated in the Assignment applies.
- 4.3.2. Travel and accommodation costs and other expenses incurred by the Interim Consultant are not included in the rate. Any travel and accommodation costs and other expenses incurred by the (Candidate) Interim Consultant in connection with an interview and in connection with his/her activities for the Client, which Personnel Search reimburses to the (Candidate) Interim Consultant, will be reimbursed by the Client to Personnel Search.
- 4.3.3. During the execution of the Assignment, Personnel Search will have the Interim Consultant keep a time sheet, which serves as a basis for the calculation of the compensation for the work carried out. In the event of any discrepancy between the time sheet submitted to Personnel Search and the copy thereof kept by the Client, the time sheet submitted to Personnel Search and approved by the Client serves as conclusive evidence of the compensation due.