

## Article 1 - Definitions

- JEK Recruitment BV: the private company with limited liability JEK Recruitment BV
- Client: the natural or legal person (or entity) who gives an Assignment to JEK Recruitment BV.
- Candidate: the natural person proposed by JEK Recruitment BV to the Client to perform work for the Client on a temporary basis or as a permanent employee.
- Assignment: the oral or written request from the Client to JEK Recruitment BV to search for one or more Candidates in order to perform work for the Client.
- Service agreement: the written record of the agreements made between JEK Recruitment BV and the Client with regard to an Assignment.
- Introduction: the provision by JEK Recruitment BV orally or in writing to the Client of (information regarding) a Candidate, regardless of whether or not this is based on an Assignment.
- Parties: JEK Recruitment BV and Client.
- Interim Manager: any natural or legal person who, under an Assignment Agreement with JEK Recruitment BV, temporarily performs or has performed work within the Client's organization.
- Employment: any form of actual employment of a Candidate introduced by JEK Recruitment BV, whether or not via a third party and whether or not at another location of the Client and/or at a company affiliated with the Client.
- Completion: if and as soon as the Candidate nominated by JEK Recruitment BV accepts an offer from the Client orally or in writing. This also includes the case that a Candidate proposed to the Client by JEK Recruitment BV within twelve months after Introduction - whether or not after withdrawal of the Assignment - is employed, hired or otherwise, whether or not via third parties; is or will be employed in any way, in any position, at the Client or at a company affiliated with the Client.
- Gross Annual Income: the salary that the Candidate will earn after filling the vacancy at the Client, based on a full-time working week including holiday allowance, bonus, thirteenth month and/or

guaranteed bonus, on which the fee or compensation for JEK Recruitment BV is calculated.

## Article 2 - Applicability

1. These terms and conditions apply to all offers, quotations and Introductions of JEK Recruitment BV, the proposals of Candidates by JEK Recruitment BV and Commission Agreements with JEK Recruitment BV in the context of Interim Management and Recruitment and Selection for a Client. The applicability of the terms and conditions of the Client is hereby expressly rejected, unless previously agreed in writing and approved by the Parties.
2. The service agreement, including the General Terms and Conditions and including the documents and appendices referred to in the agreement, replaces all prior (written and oral) agreements. An amendment to the agreement is only valid if it is recorded in writing.

## Article 3 - Privacy

Within the framework of the Assignment, the personal data of Candidates will be regularly exchanged. The Client and JEK Recruitment BV are obliged to treat this information confidentially in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The Client does not require any information from JEK Recruitment BV that JEK Recruitment BV is not allowed to provide on the basis of applicable laws and regulations. The client is responsible for the further processing of data provided to him by JEK Recruitment.

## Article 4 – Liability

1. JEK Recruitment BV is only liable for damage suffered by the Client as a result of an attributable shortcoming in the fulfillment (or failure) of the obligations under the Service Agreement if JEK Recruitment BV is in default because it has not provided a solution within the reasonable term to be set by the Client.
2. JEK Recruitment BV is not liable and the Client is not entitled to compensation if damage is caused as a result of the conduct or oversight of a Candidate nominated by JEK Recruitment BV.

3. JEK Recruitment BV does not guarantee the (performance of the) work under the Assignment. JEK Recruitment BV strives to check the Candidate's references and quality. However, the Client is responsible for ultimately accepting or hiring the relevant Candidate; and must therefore convince himself of the suitability of the Candidate by means of the available options such as interviewing, checking references and diploma checks.

4. In the event JEK Recruitment BV is liable, that liability is limited to the direct damage suffered by the Client as a result of the attributable shortcoming of JEK Recruitment BV. JEK Recruitment BV's liability for indirect or consequential damage, including but not limited to loss of profit, lost savings or income and damage due to organizational stagnation, is excluded in all cases.

5. For damage that the Client suffers in the performance of the work as a direct result of attributable shortcomings or unlawful acts on the part of JEK Recruitment BV or its Candidates, the liability of JEK Recruitment BV will never exceed twice the amount paid by the Client to JEK Recruitment BV in the relevant year (defined as the 12 months prior to the incident).

6. The liability of the person as referred to in Article 7:404 of the Dutch Civil Code is excluded.

7. JEK Recruitment BV is not liable for damage caused by the Client's failure to comply with its information obligation or by the fact that the information provided by the Client does not comply with what it guarantees under Article 5.2, unless this damage is partly caused by its own intent or thereby own gross negligence of JEK Recruitment BV.

#### **Article 5 – Invoicing and Payment**

1. Payment of the invoices sent by JEK Recruitment BV must be made within 14 days of the invoice date, unless a different payment term has been expressly agreed in the Agreement. Said amounts are always to be increased with VAT insofar as JEK Recruitment BV owes VAT on the service rendered.

2. Objections to invoices must be submitted to JEK Recruitment BV in writing within 8 days, stating

reasons. The Client cannot derive any rights from complaints made after the aforementioned period. Any objections to invoices do not suspend the Client's payment obligations.

3. If payment is not made after the reminder procedure has expired, JEK is entitled to charge interest costs as well as to charge collection costs.

#### Recruitment

##### **Article 6 – Fee and Other Costs**

1. At the time of Completion, the Client owes JEK Recruitment BV a fee in the amount of a percentage of the Gross Annual Income to be determined in the Commission Contract, plus the VAT due.

2. The Client also pays the expenses that JEK Recruitment BV has had to incur for the execution of the Commission Agreement, such as but not limited to pre-agreed advertising costs, interview costs and travel and accommodation costs, unless different agreements have been made in this regard in the Commission Agreement.

#### Interim management

##### **Article 7 – Compensation**

1. For the work performed by an Interim Manager, the Client will owe JEK Recruitment BV a fee, in arrears and per month, in the amount of the hourly or daily rate as laid down in the Commission Contract, multiplied by the number of worked and hours approved by the Client, plus the VAT due.

2. A written confirmation (including email) of the number of hours worked by the Interim Manager in the month in question, from the Client to JEK Recruitment BV and/or the Candidate, is sufficient for approval and therefore for invoicing by JEK Recruitment BV. This approval also implies that the relevant hours have been performed by the Candidate to the satisfaction of the Client.

3. Unless otherwise agreed in an Assignment Agreement, a compensation of €0.28 per kilometer applies for commuting by Interim-Manager and travel necessary for the execution of the Assignment, or reimbursement of costs for Public Transport. Reimbursement of travel time (in hours) of the aforementioned necessary journeys will be

made in consultation, but will not automatically be deemed inclusive.

4. Unless otherwise agreed in the Commission Contract, the Client will provide parking facilities for the Interim Manager, if applicable. If the Interim Manager incurs costs for parking during the performance of the work, JEK Recruitment BV is entitled to pass these on to the Client.

#### **Article 8 - Direct employment relationship Interim Manager (Engagement)**

1. With due observance of the provisions of this article, the Client is entitled to enter into an employment relationship with the (proposed) Interim Manager. If the Client intends to do so, he will inform JEK Recruitment BV of this in writing in good time before he implements this intention.

2. If the (proposed) Interim Manager is employed by the Client, JEK Recruitment BV will owe a fee or takeover fee at the time of Completion. The hours worked by the Interim Manager up to the time of permanent appointment will be calculated in accordance with the hourly or daily rate as laid down in the Commission Contract.

3. The compensation or takeover fee applies in lieu of and is based on a fee for Recruitment and Selection and is determined on the basis of the graduated scale below, whereby the applicable fee percentage is calculated over the Gross Annual Income of the Interim Manager to be employed .

Period - Fee Percentage

0 – 6 months: 20%

7 – 12 months: 15%

13 – 18 months: 10%

18+ months: 5%

#### **Article 9 – Introduction candidate / Ownership**

An introduction of an (interim) candidate by JEK Recruitment BV can be done verbally or in writing on the basis of an Assignment or on a proactive basis.

In principle, the Client and all its group companies are not permitted, within 12 months after a Candidate has been introduced by JEK Recruitment BV, to directly or indirectly enter into an employment relationship, cooperation or

contractual relationship of whatever nature with the Candidate without the intervention of JEK's permission. Recruitment BV.

This also applies if the Candidate in question has been introduced to the Client and/or its affiliates by a third party (for example, another intermediary than JEK Recruitment BV) during that period, or if the Candidate himself has approached the Client or the group company. Even if the candidate has already completed an assignment with the Client (or its group companies) via JEK Recruitment BV and is requested back within 12 months after the end of the initial assignment, the re-hiring will take place via JEK Recruitment.

When a candidate has been presented to a Client on a proactive basis, the fee will deviate from standard fees.

#### **Article 10 – Term and Termination of the Agreement**

1. The Commission Contract is entered into for a specific period and ends by operation of law after the end of the agreed period. During the agreed period, the Client is not entitled to terminate the Agreement prematurely by giving notice, unless the Interim Manager agrees or if otherwise agreed in the Commission Agreement.

2. Only in compelling circumstances can JEK Recruitment BV terminate the Commission Agreement with immediate effect, ie without having to observe a notice period.

3. If during the term of the Commission Contract it appears that a longer deployment is required than originally agreed, the Client has the option of extending the Commission Contract. In that case, the Client will inform JEK Recruitment BV about this in writing at least two weeks before the originally agreed end date. This is subject to the Interim Manager concerned agreeing to this extension. JEK Recruitment BV can never be obliged to extend.

In the event of an extension of the duration, the same agreements apply in principle as in the original Commission Contract, provided that the nature of the work has not changed in such a way that other agreements are justified. JEK Recruitment BV reserves the right to adjust the

hourly rate for the extension period to be determined.

**Article 11 – Replacement and force majeure**

1. In the unlikely event of a contracted Interim Manager dropping out, JEK Recruitment BV has the right to deploy a replacement employee of the same level, in consultation with and after approval from the Client. This unexpected failure is in no way a reason for immediate termination of the Assignment Agreement.

2. If JEK Recruitment BV cannot fulfill an obligation on time or not (fully) as a result of a cause not attributable to JEK Recruitment BV, including but not limited to stagnation in the regular course of business (such as illness) within the organization of JEK Recruitment BV or within the organization of the Client or Candidate, this obligation will be suspended until the moment that JEK Recruitment BV is able to fulfill it correctly, without JEK Recruitment BV being obliged to pay compensation. If a force majeure situation lasts longer than 4 weeks, the Parties may terminate the Commission Agreement in writing without any further liability or compensation for any damage.