



General Conditions of 'Doornbos Werving & Selectie' (Doornbos Recruitment & Selection)

Article 1: Definitions

These general conditions are applicable to and defined as follows:

- a. **Doornbos Werving & Selectie B.V. (Doornbos Recruitment & Selection):** intermediary between client and candidate, with registered office at Emmeloord, hereinafter referred to as: Doornbos W&S.
- b. **The client:** the organization to which Doornbos W&S proposes a candidate. The client is also defined as the organization with which the party to whom the candidate is initially proposed for corporate purposes or in an organisational context is affiliated.
- c. **The assignment:** the agreement between Doornbos W&S and the client by virtue of which Doornbos W&S makes every effort to recruit and select a candidate for the client.
- d. **The candidate:** every natural person who is recruited and selected by Doornbos W&S to enter into an employment contract with the client.
- e. **The employment contract:** as construed by the Dutch Civil Code ('Burgerlijk Wetboek'), as well as all work that the candidate performs as a freelancer or self-employed person for the client, and where the nature of the work is identical to or comparable with that for which the candidate has attended a preliminary interview with the client.
- f. **Gross monthly salary:** the agreed monthly salary including holiday pay, 13th month and proportional profit sharing.
- g. **Annual income:** all fixed agreed taxed income components and net representation costs.

Article 2: Applicability

1. These general conditions are applicable to all agreements entered into by 'Doornbos Werving & Selectie' (Doornbos Recruitment & Selection), with registered office in Emmeloord. A reference other general conditions shall not be recognized without written approval, thus these general conditions take precedence.
2. Conditions and agreements that deviate from these general conditions, are only valid if they have been confirmed in writing by Doornbos W&S.
3. Dutch law is applicable to all agreements, offers or transactions from Doornbos W&S concluded under these conditions, regardless of whether the client and/or the candidate has its registered office or resides abroad.

Article 3: Free-of-obligation proposal for client and agreement

1. Doornbos W&S proposes candidates to the clients (organisations), with this being completely free of obligation for the client, without stating (or having to state) name and address details. By approving the proposed candidate (per mail or fax), the client declares and acknowledges that the introductory interview with the relevant candidate and any subsequent candidates takes place subject to all terms and conditions as described in these general conditions. Upon receipt of the approval by Doornbos W&S, an agreement exists between the client and Doornbos W&S.
2. The client shall, in accordance with that stated in the previous paragraph, be provided with the opportunity to hold preliminary interviews with the proposed candidate free-of-charge. Doornbos W&S is only entitled to charge a mediation fee when the client enters into an employment contract with a candidate proposed by Doornbos W&S in accordance with Article 8 of these general conditions.

Article 4: Supply of information and attention to detail

1. The client is obliged to supply Doornbos W&S in a timely manner with all (more detailed) information that can be reasonably deemed useful for the mediation.
2. The client is obliged to deal in a correct and careful manner with the candidate who is proposed by Doornbos W&S, and with the information supplied during this presentation. This also means that the client is obliged to provide a report of the preliminary interview to Doornbos W&S within five workdays of the preliminary interview taking place.
3. Both parties are obliged to keep secret all confidential information that they have obtained from each other or from another source by virtue of their agreement.

Article 5: Liability

1. The client is obliged to form an independent opinion about the suitability of the candidate before entering into an employment contract with the candidate. Doornbos W&S shall exercise the utmost care beforehand and during the selection, but this does not relieve the client of its duty to investigate the suitability. Doornbos W&S does not therefore accept any liability if the candidate does not meet the expectations, or if the client has entered into an employment contract with the candidate on the basis of incorrect or incomplete information.
2. Doornbos W&S is in no way liable for damage or losses that the client or third parties may incur due to careless or incorrect processing of a candidate during the selection procedure or after entering into an employment contract with the relevant candidate.
3. The client indemnifies Doornbos W&S against all claims by third parties that are or could be directly or indirectly related to the mediation of Doornbos W&S.

Article 6: General provisions

1. Doornbos W&S shall, in accordance with these conditions, make every effort to provide clients and candidates with service to the best of its ability.
2. If the client rejects a candidate proposed by Doornbos W&S, or the candidate refuses an offer from the client, and an employment contract between the client and the candidate is still concluded within 12 months of the preliminary interview with the candidate, then the relevant client is still obliged to pay the mediation fee in accordance with that stated in Article 8 of these general conditions.
3. The onward transfer of details of candidates in any way from the client to third parties is prohibited. Likewise, the client is prohibited from introducing candidates to third parties. If the client infringes this prohibition, then the client is, in accordance with Article 8 of these conditions, obliged to pay the mediation fee.

Article 7: Invoices

1. Upon signing the employment contract with the candidate, an invoice is sent to the client. The invoices from DoornbosW&S must be paid within 14 days of the invoice date. If the client remains in default, despite a reminder with the notice of indebtedness for extra-judicial collection costs, then the (partial) payments - irrespective of under which title these are received - shall first of all be assigned to reducing the interest and extra-judicial collection costs, and subsequently assigned to reducing the invoices. The extra-judicial collection costs amount to at least 15% of the outstanding invoiced amount with a minimum van 150.00 euro.
2. In the event of any invoiced amount not being paid in full and on time, the client is in default. Then Doornbos W&S is entitled to charge interest at 1.5% per month on the outstanding amount, calculated from the due date for the outstanding invoice or part thereof. A reminder is not required in this respect.
3. Advertising costs: in consultation with the client, Doornbos W&S places an advertisement and advises about choice of media. The costs for advertisements shall be charged to the client.

Article 8: Mediation fee and costs

1. The client shall be charged a mediation fee if and as soon as an employment contract is concluded between the client and the candidate.
2. The mediation fee shall be calculated on the basis of the agreement as agreed in the assignment confirmation. The client shall make available a copy of the employment contract between client and candidate for the administration of Doornbos W&S.
3. When, after Doornbos W&S has been assigned by the client to implement the recruitment and selection procedure, a candidate contacts the client in a way other than via Doornbos W&S this candidate shall accompany Doornbos W&S during the procedure. This is also applicable to internal candidates of the client. In these cases, that which is stated in the first paragraph of this Article, is applicable.
4. In addition to the fee due, advertising and any travelling and accommodation costs for candidates shall be charged to the client.
5. If, from a preselection, several candidates enter service with a client, the client is obliged to pay the full fee per accepted candidate.
6. Claims relating to the declared mediation fee must be sent within 8 days of the invoice date by registered letter to Doornbos W&S, on penalty of every claim being declared null and void.

Article 9: Follow-up and guarantee arrangements

During the initial six months, contact is maintained with the client as well as the candidate.

If the employment of the recruited candidate is terminated within six months, a new search assignment shall be performed with the following percentage reductions:

In the first, second and third month after commencing employment 75%
In the fourth, fifth and sixth month after commencing employment 50%

If the candidate becomes work-disabled during the guarantee period as a result of illness or accident, or dies, this guarantee is no longer applicable. If, in the opinion of Doornbos W&S, the working conditions at the client are such that the chance of successful new recruitment is too slim, Doornbos W&S reserves the right not to accept the new assignment.

Article 10: Final provisions

1. Doornbos W&S reserves the right to change these general conditions. Changes shall become applicable as soon as Doornbos W&S has notified the client to this effect.
2. All disputes arising from offers and agreements, regardless of their form, shall be dealt with by the competent civil court in the place of business of Doornbos W&S, unless legal provisions require otherwise.