

General Terms and Conditions of Lodiers & Partners B.V.

1. General provisions and definitions

Article 1.1

These general terms and conditions apply to all negotiations, offers, quotations, assignments and agreements of Lodiers & Partners B.V., in the field of recruitment & selection, executive search, organisational and psychological research, Interim Management, training, career guidance, outplacement and advice.

The present terms and conditions also apply to all other agreements with Lodiers & Partners B.V.. Lodiers & Partners B.V. will provide these general terms and conditions when issuing its offer and/or when entering into such an agreement, as well as sending or handing over these terms and conditions free of charge at any written request from an interested party to that effect. In addition, these conditions can also be found on the website: <http://www.lodiersenpartners.nl>.

The applicability of any general terms and conditions of the client of Lodiers & Partners B.V. is expressly rejected.

Article 1.2

In these general terms, the following terms are used in the following senses, unless the nature or scope of the provisions dictates otherwise:

1. Client: the person with whom Lodiers & Partners B.V. has concluded an assignment agreement
2. Contractor: Lodiers & Partners B.V.
3. Parties: Lodiers & Partners B.V. and client jointly
4. Agreement: an agreement between parties
5. Assignment: the agreement of assignment that is concluded between the parties concerning activities
6. Activities: all services of Lodiers & Partners B.V.

Article 1.3

If one or more provisions of the general terms and conditions prove to be null and void or invalid, the remaining provisions of this Agreement shall remain in force.

The provisions of these general terms and conditions can only be deviated from explicitly and in writing. If and insofar as what the parties have expressly agreed in writing deviates from the provisions of these general terms and conditions, what the parties have expressly agreed in writing shall apply.

The obligations on the part of Lodiers & Partners B.V. included in the agreement do not concern result obligations, but only best efforts obligations.

Lodiers & Partners B.V. reserves the right to change these terms and conditions in the future. The client is deemed to have accepted the changes in question if Lodiers & Partners B.V. has not received a written protest against this within 14 days after the written notification that the change will take place. In the event of a substantial change to these terms and conditions, the client is entitled to dissolve the agreement.

Article 1.4

All relations between Lodiers & Partners B.V., client and candidates are governed by Dutch law.

2. Offers and assignments

Article 2.1

All offers and quotations of Lodiers & Partners B.V. are without obligation.

An offer issued by Lodiers & Partners B.V. has a validity period of 4 weeks. If the client only accepts the offer after the expiry of the validity period, an agreement will only arise if Lodiers & Partners B.V. agrees with the acceptance. The latter is apparent from a written statement from Lodiers & Partners B.V. in this way, or from the taking over of the execution of the agreement by Lodiers & Partners B.V.. If the client wishes to enter into an agreement, the client must sign the designated contract within a reasonable period of time announced by Lodiers & Partners B.V. and return it to Lodiers & Partners B.V..

Article 2.2

The client cannot derive any rights from an offer by Lodiers & Partners B.V. that contains an obvious error or mistake. Furthermore, the client cannot derive any rights from an offer by Lodiers & Partners B.V., which is based on incorrect or incomplete data provided by the client.

Article 2.3

Lodiers & Partners B.V. confirms assignments given in writing to the client. The confirmation contains a description of the assignment, the working method to be used, the estimated time course, the fee and the method of invoicing.

Article 2.4

The confirmation will be signed by Lodiers & Partners B.V. by e-mail, or by post, submitted to the client for signature. Approval by the client is evident from the signing of the confirmation, or from the conduct of the client from which approval is demonstrated.

Article 2.5

Additional costs for, for example, advertisements, travel, assessments, accommodation and research are for the account of the client, but only insofar as the client has approved these costs in advance.

Article 2.6

The amounts stated in the offers, order confirmations and agreements are exclusive of VAT, unless expressly agreed otherwise.

3. Intermediary activities

Article 3.1

An assignment for intermediary activities by Lodiers & Partners B.V. of an open vacancy starts on the date stated in the assignment confirmation. Assignments are only carried out on the basis of exclusivity, i.e. the client only concludes an agreement for the assignment in question with Lodiers & Partners B.V., unless otherwise agreed in advance and is laid down in the order confirmation. If the client acts in violation of the exclusivity agreements made, the client shall immediately owe Lodiers & Partners B.V. the agreed fee, regardless of the outcome of the efforts made by Lodiers & Partners B.V..

Article 3.2

The fee for assignments related to intermediary activities is 27% of the all-in gross annual salary of the candidate, with which the client has concluded an employment contract through the intermediary of Lodiers & Partners B.V.. In the event of premature termination, before an employment contract has been established, this will be calculated on the amount as mentioned in the confirmation of order.

Article 3.3

In addition to the fixed salary, the gross annual salary includes all tax-taxed income parts, such as the holiday allowance and a thirteenth and/or fourteenth month (but no vacation days or lease car). If (part of) the candidate's gross annual salary is dependent on personal turnover or sales targets to be achieved (= bonus/variable remuneration), 50% of the bonus potential will be included in the calculation of the fee. The fee is also determined based on the gross annual salary for full-time employment, even if part-time work is carried out based on the employment contract.

Article 3.4

The fee referred to in Article 3.2 is invoiced in three instalments. 1/3 part is invoiced from the moment the assignment is given, 1/3 part when proposing candidates and 1/3 part after an employment contract has been concluded with the candidate.

Article 3.5

The calculation of partial invoices is based on the indicative salary provided by the client. If the actual salary of the appointed candidate differs, the actual amount for the invoice will be settled with the third and final instalment (or later if the actual salary is known later).

Article 3.6

If the client accepts several of the candidates presented by Lodiers & Partners B.V., the client owes Lodiers & Partners B.V. the full fee of 27% of the all-in gross annual salary per hired candidate per each candidate.

Article 3.7

Presentation of candidates to the client takes place to the best of its knowledge and ability, whereby Lodiers & Partners B.V. assumes that information provided by candidates or referees is correct.

Article 3.8

The intermediary of an open vacancy ends when the employment contract is signed by the candidate selected by Lodiers & Partners B.V. with the client, or if Lodiers & Partners B.V. has performed all the work described in the assignment independently of the result.

Article 3.9

The client is moreover due the fee referred to in articles 3.5 and 3.6 if an employment contract with a client nominated and rejected by Lodiers & Partners B.V. is nevertheless concluded with the client or a company affiliated with it within 12 months of the candidate's presentation.

This also applies if the candidate commits himself to perform certain interim services for limited time or commits himself to accept work and/or assignment (s) for the client or a company affiliated.

This also applies if the candidate is offered by a third party within this period, is approached by the client himself or if the candidate returns at his own initiative.

When, after Lodiers & Partners B.V. has been assigned by the client to fill a vacancy, a candidate contacts the client in a way other than through Lodiers & Partners B.V., this candidate will be included in the procedure by Lodiers & Partners B.V.. Internal candidates, and/or candidates from the client's network are appointed by the client before the start of the procedure and are also included in the entire procedure while Articles 3.2 and 3.3 apply.

The client is not in any way allowed to pass on information about candidates to third parties or to present candidates to third parties.

For 12 months after completion of the final procedure, Lodiers & Partners B.V. shall not actively contract employees of the client for intermediary outside the organisation.

Article 3.10

In the event of premature cancellation of the ongoing assignment by the client, the client retains the obligation to pay the full fee as agreed in the confirmation.

Article 3.11

If, after the situation referred to in paragraph 3.10, the client wishes to continue the same assignment within a period of 3 months, Lodiers & Partners B.V. will use the invoicing model referred to in Article 3.4 at the then applicable rate of 18%.

Article 3.12

In the event of interim changes to the job profile by the client, Lodiers & Partners B.V. reserves the right to charge an additional advance at the level of the initial advance.

Article 3.13

Lodiers & Partners B.V. or the client collect references about candidates only with the candidate's consent.

4. Guarantee clause

If the employment contract with the candidate is terminated within six months, Lodiers & Partners B.V. will nominate one or more new candidates for the new vacancy free of charge, provided that the client has fully paid the invoices already submitted and the employment has been terminated at the initiative of the client on account of the fact that employee's capacities have proved inadequate for the position with regard to which the assignment was granted.

The guarantee scheme moreover applies if the candidate terminates the employment contract at his own initiative within six months. The guarantee scheme does not apply if the candidate is no longer employed by the client for reasons that may be related to changed job content, reorganisations, mergers and takeovers, the immediate supervisor's departure, suspension of payments or bankruptcy of the client.

5. Examination of the organisation and psychological examinations, supervision, training, outplacement and advice

Article 5.1

An assignment related to the examination of the organisation or psychological examinations, personal supervision, training, outplacement or advice starts at the time of commencement stated in the assignment confirmation.

Article 5.2

Advice and examination details are presented to the best of Lodiers & Partners B.V.'s knowledge and ability. The basic principle is that details provided by the client's candidates or employees are correct. Personal details of employees and candidates is only provided with the consent of those involved.

Article 5.3

An assignment ends after completion of the agreed activities or after presentation by Lodiers & Partners B.V. of the results to the client, employee or candidate.

Article 5.4

For assignments in the field of organisational and psychological research, the client owes the fee at the time the assignment is given. After the work has been carried out, the client will receive a research report unless an employee or candidate does not give permission for reporting the research results to the client.

Article. 5.5

Unless otherwise agreed in writing, the hourly rate of Lodiers & Partners B.V. is € 125, - excluding VAT per hour worked. With respect to hour calculations, all hours actually spent, including (but not limited to) study and travel hours are charged. Travel and accommodation expenses as well as costs required for the performance of the assignment, are invoiced separately with the respective receipts/invoices.

6. Terms of payment

Article 6.1

Invoices must be paid within 14 days after the invoice date. Only payments to Lodiers & Partners B.V. result in discharge, unless agreed otherwise. Lodiers & Partners B.V. reserves the right to demand payment in advance.

Article 6.2

Complaints about invoices must be submitted in writing to Lodiers & Partners B.V. within 1 week after receipt of the invoice.

Article 6.3

If an invoice from Lodiers & Partners B.V. is not paid within the stipulated period, the client is deemed to be in default by operation of law and Lodiers & Partners B.V. is entitled to 1.5% interest per calendar month on the outstanding amount, while a summons or further notice of default shall not be required, whereby the current month applies as a full month, from the final due date of payment of the invoice.

Article 6.4

All costs for the collection of invoices, legal or otherwise (including the costs of legal assistance from Lodiers & Partners B.V.) are entirely for the account of the client.

Article 6.5

Payments by the client are processed in accordance with Article 44 of Book 6 of the Dutch Civil Code, and consequently payments are first deducted from the costs referred to in the preceding paragraphs, subsequently from the interest due also referred to above and finally from the principal amount due and the current interest.

Article 6.6

If the client is in default with any payment towards Lodiers & Partners B.V., Lodiers & Partners B.V. has the right to suspend the further execution of the agreement and any other agreements as concluded with the client and, insofar as not yet executed, to dissolve it by means of a statement thus denominated, expressly without prejudice to the right of Lodiers & Partners B.V. on compensation in respect of this dissolution.

Lodiers & Partners B.V. is not obliged to (further) implement the agreement until after the client has fulfilled all payment obligations resting on him and already due and payable towards Lodiers & Partners B.V..

Article 6.7

The client is expressly not entitled to offset any outstanding invoices against any claim against Lodiers & Partners B.V. and/or its affiliated parties, nor is the client entitled to apply any deduction without the permission of Lodiers & Partners B.V., or to levy an attachment against itself to the detriment of Lodiers & Partners B.V..

7. Professional standards and liability and termination

Article 7.1

(Employees of) Lodiers & Partners B.V. and clients undertake in respect of each other, both during and after the termination of an assignment, to maintain confidentiality regarding all data or research results that can in fairness be expected to cause harm to the parties.

Article 7.2

Assignments are performed by Lodiers & Partners B.V. using professional instruments and in a manner that can be expected from a professional firm that is equipped with standard professional knowledge. Assignments related to business psychology are performed under the responsibility of qualified staff.

Article 7.3

The client is responsible for the decision whether or not to follow advice given, or whether or not to appoint a presented candidate. Lodiers & Partners B.V. cannot be held responsible for the consequences of whether or not advice or research results are followed up.

Article 7.4

An attributable shortcoming on the part of Lodiers & Partners B.V. only exists if Lodiers & Partners B.V. has made mistakes or committed negligence in the fulfilment of its obligations that a carefully

acting and with normal professional knowledge should have avoided or prevented, but only insofar as there is intent or gross negligence on the part of Lodiers & Partners B.V..

Article 7.5

In the event of an attributable shortcoming in the fulfilment of its obligations as stated in Article 7.4 the liability of Lodiers & Partners B.V. is at all times limited to a maximum of € 5,000 excluding VAT.

Article 7.6

Lodiers & Partners B.V. is entitled to terminate or dissolve an agreement that has already been entered into in part or in full with immediate effect in the event of such a change to the assignment that compliance can no longer reasonably be required of Lodiers & Partners B.V.

Lodiers & Partners B.V. is entitled to charge all (future) costs, as a result of the termination or dissolution referred to in the previous sentence, reasonably to the client. In such cases, the client is not entitled to claim compensation from Lodiers & Partners B.V.

Article 7.7

In addition, Lodiers & Partners B.V. is entitled to charge the client all extrajudicial and judicial (also if the customary liquidation rate is exceeded) costs that Lodiers & Partners B.V. incurs or must incur in order to claim compliance, dissolution or compensation pursuant to the agreement, whether or not in court, from the client. Extrajudicial costs are payable by the client in any case in which Lodiers & Partners B.V. has engaged assistance from third parties with regard to legal assistance. Without prejudice to any further rights and claims, extrajudicial costs will in any case amount to at least 15% of the amount owed by the client with a minimum of € 150,-.

8. Force majeure

Article 8.1

In the event of force majeure, Lodiers & Partners B.V.'s obligations are suspended. In such case, Lodiers & Partners B.V. has no obligation to (further) execute the agreement until this is reasonably possible.

Article 8.2

Force majeure within the meaning of the law first and foremost comprises unforeseen circumstances with regard to persons and/or material engaged by Lodiers & Partners B.V. or who/which it is likely to engage for the performance of the agreement, which are such that the implementation of the agreement has turned out to be impossible or cumbersome and/or proportionally expensive to the extent that prompt compliance by Lodiers & Partners B.V. with the agreement cannot reasonably be required. Such circumstances will in any case be considered to include obstructions by third parties and extreme weather conditions.

Article 8.3

If, upon the commencement of the force-majeure situation referred to in this article, Lodiers & Partners B.V. has already partially fulfilled its obligations, Lodiers & Partners B.V. is entitled to separately invoice the part of the agreement that has already been executed and the client is obliged to pay the relevant invoice as if it were a separate transaction.

Article 8.4

If Lodiers & Partners B.V. dissolves the agreement on the basis of this article, all claims against the client are immediately due and payable.

9. Competent court

Article 9.1

All disputes regarding or arising from the agreement or quotations made with Lodiers & Partners B.V., will be submitted to the competent Dutch court in the district of 's-Hertogenbosch or to the court that has jurisdiction pursuant to the law, subject to the extent that any mandatory regulation applicable in the Netherlands expressly provides otherwise.

General terms and conditions Lodiers & Partners B.V. – October 2022