

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

### **1. General provisions**

#### Article 1.1

These General Terms and Conditions apply to all negotiations, offers, assignments and agreements of Lodiers & Partners BV with respect to recruitment & selection, executive search, examination of the organisation and psychological examinations, Interim Management, training, career guidance, outplacement and advice. The present terms and conditions moreover apply to all other agreements with Lodiers & Partners BV. Lodiers & Partners BV will provide these General Terms and Conditions at the issue of its offer and/or when entering into such an agreement, as well as upon any written request from an interested party to send or submit these terms and conditions free of charge. In addition, these conditions can also be consulted on the website <http://www.lodiersenpartners.nl>.

#### Article 1.3

If one or more provisions of the general terms and conditions prove to be null and void or not legally valid, the remaining provisions of this agreement remain effective.

#### Article 1.4

Dutch law applies to all relationships between Lodiers & Partners BV, the client and the candidates.

### **2. Offers and assignments**

#### Article 2.1

All offers and quotes from Lodiers & Partners BV are without obligation.

An offer made by Lodiers & Partners BV has a validity of 4 weeks. If the Client still accepts the quotation after the validity period has expired, an agreement will only be established if Lodiers & Partners BV agrees with the acceptance, which is evidenced by a written statement from Lodiers & Partners BV, or by the implementation of the agreement by Lodiers & Partners BV.

#### Article 2.2

Lodiers & Partners BV confirms to the client any assignments given in writing. The confirmation includes a description of the assignment, the method to be used, the estimated time frame, the fee and the method of invoicing.

#### Article 2.3

The confirmation is signed by Lodiers & Partners and submitted to the client by e-mail or by post for its signature. Approval by the client is evidenced by signing the confirmation, or from the client's conduct which proves its approval.

#### Article 2.4

Additional costs for expenses such as advertising, travel, assessments, accommodation and research are for the account of the client, however, only with the client's prior approval.

---

Article 2.5

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

### **3. Intermediary activities**

Article 3.1

An assignment for intermediary activities of an open vacancy starts on the date stated in the assignment confirmation. Assignments are only conducted on the basis of exclusivity, unless otherwise agreed in advance and are laid down in the order confirmation.

Article 3.2

The fee for assignments related to intermediary activities is 27% of the all-in gross annual salary of one of the candidates, with whom the client has entered into an employment contract through the intermediary of Lodiers & Partners BV.

Article 3.3

The gross annual salary comprises, in addition to the fixed salary, all taxable income components, such as the holiday allowance and a thirteenth and/or fourteenth month (however, no holiday or lease car). If (a part of) the candidate's gross annual salary is contingent on the personal turnover or sales objectives to be achieved (= bonus/variable remuneration), 50% of the bonus potential will be included in the calculation of the fee. The fee is furthermore determined on the basis of the gross annual salary in the case of full-time employment, even if part-time work is carried out on the basis of 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 indication 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 BV, the client will be due the full fee for each candidate.

Article 3.7

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

#### Article 3.8

The intermediary of an open vacancy ends with the signing of the employment contract by the candidate selected by Lodiers & Partners BV with the client, or once Lodiers & Partners BV has performed all activities 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 BV 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 BV has been assigned by the client to fill a vacancy, a candidate contacts the client in a way other than through Lodiers & Partners BV, this candidate will be included in the procedure by Lodiers & Partners BV. 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 BV will use the invoicing model referred to in Article 3.4, whereby the first advance payment will be cancelled.

#### Article 3.12

In the event of interim changes to the job profile by the client, Lodiers & Partners BV reserves the right to charge an additional advance to the amount of the initial advance with a minimum of € 3,500 excluding VAT.

#### Article 3.13

Lodiers & Partners BV 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 BV 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 BV'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 of the results to the client, employee or candidate.

##### Article 5.4

For assignments related to examination of the organisation and psychological examinations, the client shall be due the fee from the moment the assignment is given. The client receives an examination report after the execution of the activities 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 BV 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 BV result in discharge, unless agreed otherwise. Lodiers & Partners BV reserves the right to demand payment in advance.

### Article 6.2

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

### Article 6.3

If an invoice from Lodiers & Partners BV is not paid within the stipulated period, the client is deemed to be in default by operation of law and Lodiers & Partners BV 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 BV) 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 in respect of Lodiers & Partners BV, Lodiers & Partners BV has the right to suspend further execution of the agreement and any other agreements entered into with the client and to dissolve these, to the extent they have not yet been implemented, by a statement to that effect and expressly without prejudice to Lodiers & Partners BV's right to compensation in respect of this termination.

### Article 6.7

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

## **7. Professional standards and liability and termination**

### Article 7.1

(Employees of) Lodiers & Partners BV and clients undertake in respect of each other, both during and after the termination of an assignment, to maintain confidentiality with regard to 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 BV 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 general rules of conduct moreover apply to Lodiers & Partners BV with respect to assignments related to intermediary activities.

#### Article 7.4

The client is responsible for the decision whether or not to follow the advice provided, and whether or not to appoint a presented candidate. Lodiers & Partners BV cannot be held responsible for the consequences of whether or not to follow advice or examination results.

#### Article 7.5

An attributable shortcoming on the part of Lodiers & Partners BV only exists if Lodiers & Partners BV has made mistakes in the fulfilment of its obligations or has committed negligence that should have been avoided or prevented by a firm acting with standard professional knowledge, however, only to the extent of intent or gross negligence on the part of Lodiers & Partners BV.

#### Article 7.6

In the event of an attributable shortcoming in the fulfilment of its obligations as stated in Article 7.5, the liability of Lodiers & Partners BV. is at all times limited to a maximum of € 5,000 excluding VAT.

#### Article 7.7

Lodiers & Partners BV is entitled to immediately or partially terminate an agreement that has already been entered into or to dissolve an agreement in the event of a change to the assignment in a way that compliance can no longer reasonably be required from Lodiers & Partners BV. Lodiers & Partners BV is entitled to charge to the client all (future) costs in fairness as a result of the cancellation or dissolution referred to in the previous sentence. The client is not entitled to claim compensation in such cases.

#### Article 7.8

Lodiers & Partners BV is furthermore entitled to charge the client with all extrajudicial and judicial costs (also if the customary liquidation rate is exceeded) incurred or to be incurred by Lodiers & Partners BV in order to claim compliance, dissolution or damages by the client under the agreement, whether or not through a court of law. The client shall in any case be due extrajudicial costs with respect to which Lodiers & Partners BV has insured itself with regard to legal assistance from third parties. Without prejudice to any further rights and claims, extrajudicial costs will in any case amount to at least 15% of the amount due with a minimum of € 150.

## **8. Force majeure**

### Article 8.1

In the event of force majeure, Lodiers & Partners BV's obligations are suspended. In such case, Lodiers & Partners BV 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 BV 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 BV 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 BV has already partially fulfilled its obligations, Lodiers & Partners BV 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.

## **9. Competent court**

### Article 9.1

All disputes with regard to or arising from the agreement or quotations made with Lodiers & Partners BV, 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.