



LinkedPerfect Werving & Selectie B.V.
F. van der Poest Clementlaan 53
3171 EB Rotterdam-Poortugaal

GENERAL TERMS AND CONDITIONS

Art. 1: Definitions

These general terms and conditions mean as following:

- a. LPWS:** LinkedPerfect Werving & Selectie, registered in the Trade Register of the Chamber of Commerce under the number 52352242 and being the entity that connects Candidates, Clients and Vacancies through its extensive network and website with a fee as a reward;
- b The Client:** the natural or legal personal who instructs LPWS to perform or have performed Recruitment and Selection services as further specified in the Assignment;
- c. The Assignment:** the agreement between a Client and LPWS performs the recruitment and selection services (hereinafter: the "Recruitment and Selection Services"), referred to under **a.** of this article and with the aim of applying for a specific vacancy to recruit and select a suitable Candidate with the aim of establishing an employment contract between the selected Candidate and the Client. The Assignment also includes all other services to be provided by the Client to the Contractor;
- d. Order Confirmation:** the document to be sent by LPWS to the Client, through which the Order is confirmed and concluded;
- e. Match:** the moment when an employment contract or an assignment agreement is concluded and/or signed between the Client or a party or third party affiliated with the Client on one side and a Candidate on the other side;
- f. Fee:** the fee owed by the Client to LPWS in connection with the Assignment (excluding any additional costs), as agreed and possibly subsequently adjusted in accordance with the Assignment and the General Terms and Conditions;
- g. The Candidate:** the person who, on the basis of Recruitment and Selection Assignment, is recruited and nominated by LPWS for employment with the Client aiming to enter into a direct employment contract with the Client;
- h. General Terms and Conditions:** present the General Terms and conditions of LPWS.

Art. 2: Applicability

1. These Terms and Conditions apply to all offers, Assignments, Assignment Confirmations, agreements, statements (including sending CVs and inviting candidates), the conclusion of an employment contract or contract for services with a Candidate nominated by LPWS, as well as all other Assignment(s) agreed on with LPWS and/or all other (legal) acts by LPWS.
2. The General Terms and Conditions form an integral part of the Assignment between LPWS and the Client. Any applicability of the terms and conditions of the Client is expressly rejected unless they have been expressly accepted by LPWS in writing.
3. LPWS reserves the right to unilaterally change the Terms and Conditions from time to

time. Changes will only apply if the Client has been notified thereof. Changes also apply to existing Orders and/or Order Confirmations that have been entered into.

4. Once an Assignment has been issued to LPWS, the Client accepts the applicability of these General Terms and Conditions to all subsequent offers and/or Assignments of LPWS.

5. Terms, agreements and verbal agreements that deviate from the General Terms and Conditions are only legally valid if and insofar as LPWS has confirmed this deviation in writing to the Client.

6. These General Terms and Conditions have been filed with the Chamber of Commerce under the number: 52352242. These General Terms and Conditions can also be viewed and downloaded from the website: www.linkedperfect.nl.

Art. 3: Best efforts obligation/exclusion of liability

1. LPWS is subject to a best efforts obligation and not a result obligation with regards to the Assignment. LPWS will fulfill its Assignment to the best of its ability. The Client is responsible for the final selection of a Candidate.

2. LPWS cannot be held liable for damage, indirect, direct and/or consequential damage if a Candidate is not suitable or turns out to be unsuitable on the long term. This also includes the situation where a Candidate might claim to have certain mental or physical knowledge/qualities, but in reality it does not or appears not to have them. LPWS is also not liable if a Candidate decides not to enter into an employment contract and/or assignment agreement with the Client or decides to prematurely terminate an employment contract and/or agreement with the Client.

3. The Client indemnifies LPWS at all times against claims for compensation for damage arising from and/or related to the Assignment performed by LPWS and must indemnify LPWS for everything to which it may be sentenced as a result of such claims. The Client will take out adequate insurance to cover this indemnification and to cover the underlying liabilities.

4. Any remaining liability of LPWS for any damage is in any case limited per event to the amount that LPWS's insurance pays out with regards to the damage, plus any deductible to be borne by LPWS under the insurance. If LPWS is not insured for the relevant damage or if the insurance does not pay out in full, LPWS's liability is limited to the amount invoiced to the Client by LPWS with regards to the Assignment.

Art. 4: Costs / Fees

1. In the case of a Match, the Client will owe LPWS a Fee equal to the percentage referred to in Article 11 of the gross annual income of a Candidate (hereinafter: "the Annual Income") that is owed or would be due for a full-time working week. This is based on the standard full-time working week used by the Client. This can be a 36, 38 or 40 hour work week. If the Client does not use a standard full-time working week, a full-time working week of 40 hours is assumed. The number of hours for which a Candidate actually enters employment with

the Client is not relevant for the calculation of the amount of the Fee, unless this number is 36, 38 or 40 hours per week.

2. Annual Income is understood to mean the gross annual salary agreed between the Client and the Candidate, converted into a full-time working week and converted into a whole year (12 months) if the employment relationship is entered into for less than a year, including holiday pay and a 13th month pay, but not limited to a guaranteed or industry standard bonus and/or commission, car allowance, travel allowance, location allowance and all other fees or benefits included in the employment contract or contract for services.

3. Upon first request, the Client will provide access to all relevant information from which the Candidate's Annual Income can be traced, including the information regarding the payment of bonuses or commissions as soon as the information is known.

4. In the case when several Candidates enter the employment of a Client, the Client is obliged to pay the full Fee for each Candidate accepted.

5. In consultation with the Client, it may be decided to incur additional costs for the Recruitment and Selection services. These additional costs incurred in consultation with the Client will be at the expense and risk of Client regardless of the result of the Assignment.

Art. 5: Warranty scheme

1. In order to be eligible for a partial refund of the Fee under Article 5.2 of these General Terms and Conditions, the Client must have paid the Fee to LPWS within 14 days of the invoice date and must be paid within 7 days after cancellation or termination of the employment contract or contract of services, to notify LPWS in writing of the termination.

2. Upon termination of (i) the employment contract within the legally agreed trial period or (ii) in the event of non-performance or termination of the employment contract or contract for services within 4 weeks after the Match, LPWS will pay the Client 25% of Fee and will be refunded unless:

- The conditions of the first paragraph of this article are not met;
- The reason for termination of the employment contract or contract for services is not related to the Candidate's ability or behavior;
- The Candidate has become redundant.

Art. 6: Duration of the Assignment

1. The Assignment can be entered into for a definite period as well as an indefinite period. This depends on what the parties have agreed in more detail in the Order Confirmation. The Assignment is concluded by the Client's signature of the Assignment Confirmation. LPWS will start with the execution of the Order if and as soon as it has received a signed Order Confirmation from the Client. If LPWS starts the Assignment before it has received a signed Order Confirmation, the agreements included in the Order Confirmation are binding and enforceable between the parties.

2. The Assignment for a definite period is entered into:

- a) Or for a specified time;

- b) Or for a determinable period; that is, for a period that ends when a Match is established between a Candidate and the Client.

Art 7: Cancellation of the Assignment

1. The Assignment for an indefinite period can be terminated by both parties at any time, unless it has been agreed in writing that termination is temporarily excluded as referred to in paragraphs 2 and 3 of this article.
2. In the case of an Assignment for an indefinite period of time, this right of cancellation can be excluded for a specific and/or for a determinable period of time.
3. The Assignment for a definite period of time cannot be terminated or changed by either party, unless it has been agreed in writing that early termination is permitted or by mutual consent of the parties.
4. If (premature) cancellation is possible, cancellation must always be given in writing with due observance of a notice period of at least fourteen (14) calendar days. In the event of termination contrary to the contractual agreements between the Client and LPWS or these General Terms and Conditions, the Client is obliged to pay compensation for all damage that LPWS suffers as a result and will suffer in the future.
5. If the Client withdraws the assignment or changes it in such a way that, in the opinion of LPWS, there is a new Assignment, before there is a new Match or before the agreed term of the Assignment has expired, the Client owes LPWS a Fee in amount of 50% of the agreed Fee, with a minimum of € 4,500.
6. Amounts that LPWS has invoiced to the Client before cancellation in accordance with Article 11 of these General Terms and Conditions in connection with what it has already performed for the execution of the Assignment, remain due unabated by the Client and become immediately due and payable at the time of cancellation.
7. If, after having been given notice of default in writing, the Client does not, not fully or not timely fulfill any obligation arising from the Order or Order Confirmation, LPWS is entitled to suspend its obligations towards the Client, without any compensation being payable as a result to be held towards the Client.

Art. 8: End of the assignment

1. The assignment for a definite period ends by operation of law upon expiry of the stipulated time or because an objectively determinable event occurs, such as the conclusion of a Match between the Candidate and the Client.
2. Each Assignment (for a definite or indefinite period of time) can be terminated by cancellation, if (premature) cancellation is expressly permitted.
3. The execution of the Assignment can be immediately suspended by LPWS and/or the Assignment can be terminated with immediate effect by LPWS without judicial intervention and without notice of default being required if one of the following situations applies:
 - a. Client imputably fails to fulfill its obligations;
 - b. The Client applies for a suspension of payments and/or is granted suspension of payments;

- c. Client is declared bankrupt or an application has been submitted to that effect;
- d. The Client shuts down, terminates or alienates its business, no longer has control over its business, its business is dissolved and/or placed under guardianship or management;
- e. The Client's movable or immovable property is seized;
- f. In the opinion of LPWS, collection of existing or future claims against the Client cannot be sufficiently secured.

Art. 9: Provision of information and due care

1. In carrying out the Assignment, LPWS will rely on information from the Client regarding desired profiles, training requirements and work experience. The Client will provide this information in a timely manner and guarantees the correctness, completeness and reliability of the data made available.
2. The Client is obliged at all times to handle all information made available to it in the context of the Assignment discreetly and carefully, and in particular all information relating to Candidates.
3. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained and/or exchanged with each other in the context of the Assignment and the underlying agreement, including but limited to information relating to the Candidates.
4. In the event of withdrawal from the Assignment, the Contractor is obliged to destroy all confidential data within five (5) days.

Art. 10: Evasion of the Order/ Prohibition of Candidate Acquisition

1. If the Client rejects a Candidate proposed for the Assignment or the Candidate rejects an offer from the Client and/or otherwise no Match is established between the Client and the Candidate and a Match is established within 24 months after the introductory meeting, the Client is still obliged to pay the Fee as described in Article 4. Article 11 of these General Terms and Conditions.
2. Without the permission of LPWS, the Client is prohibited from passing on Candidates' data to third parties in any way or form.
3. If a violation of the provisions of this article is established, the Client will forfeit to LPWS an immediately due and payable fine, which is not subject to judicial mitigation, in the amount of 5 gross monthly salaries that the Candidate would earn from the Client, whereby the amount of the salary, if this has not yet been determined, on the basis of the salary of the Candidate which was most recently known to LPWS.

Art. 11: Fee

1. The Client owes LPWS the Fee if and as soon as there is a Match and thus as soon as an employment contract and/or contract for services is signed and/or concluded between the Client and the Candidate or, if the employment contract is neglected, or if the assignment agreement is signed on time, in the first week of the appointment of the selected Candidate.

2. The Client owes LPWS a Fee for each Match. The Client will make a copy of it available to LPWS within 5 working days after signing the employment contract or contract for services. If the Client provides LPWS with timely, insufficient or incorrect information, LPWS is entitled to invoice the Client for the amount of the gross annual salary and the start date is based on an estimation.
3. The Fee, unless otherwise agreed in writing in the Order Confirmation, amounts to the following fixed percentage or the following fixed amount of the Candidate's Annual Income: 22% of a Candidate's Annual Income if a Match is established with a minimum € 7.000,00 per Match.

Art. 12: Invoices

1. The invoice for the Recruitment and Selection services provided by LPWS in accordance with the Assignment will be drawn up and sent as soon as there is a Match. If additional costs have been agreed on the basis of Article 4 paragraph 5 of the General Terms and Conditions, LPWS can invoice these costs to the Client on a monthly basis.
2. All due amounts are in EURO and excluding VAT.
3. The Client is obliged to pay the invoices of LPWS within 14 calendar days after the invoice date.
4. In the event of late or incomplete payment of any invoice amount, the Client is in default without notice of default. From the date of default, the client will owe statutory interest under Article 6:119a of the Dutch Civil Code.
5. All judicial and extrajudicial (collection) costs incurred by LPWS as a result of late and/or incomplete payment and/or otherwise non-compliance by the Client with its obligations under this article, are fully borne by the Client. The compensation for extrajudicial collection costs is fixed at 15% of the principal sum due, including VAT and interest, with a minimum of € 150,00 per claim, unless LPWS has demonstrably incurred more costs.
6. If the Client remains in default, despite a reminder stating that extrajudicial collection costs are owed, the (partial) payments – regardless of the title received – will first be deducted from the interest and extrajudicial collection costs, then followed by the invoices themselves.

Art. 13: Privacy

1. Personal data will be exchanged on a regular basis between the Client and LPWS are obliged to treat this information confidentially and carefully, in accordance with the General Data Processing Regulation (GDPR). The Client is responsible for any further processing of the data provided to them by LPWS.
2. The Client indemnifies LPWS against claims from third parties against LPWS due to violation by the Client of the provisions of this article.

Art. 14: Final Provisions

1. In the event of a dispute arising from or in connection with an Assignment, the parties will, at all times, first try to resolve the conflict amicably. If the parties are unable to do so, the competent court in Rotterdam will have exclusive jurisdiction.
2. All Orders, Order Confirmations, other agreements, offers or acts concluded under these General Terms and Conditions are exclusively governed by Dutch law.

**These General Terms and Conditions have been drawn up by: Ten Holter Noordam
Advocaten in Rotterdam 2022**