

## General Terms and Conditions

### P&O Partner B.V.

(Chamber of Commerce, 30122776)

#### Article 1: Definitions

In these General Terms and Conditions, the following definitions apply:

- **P&O Partner:** P&O Partner B.V., with its registered office at Het Rond 7, 3701 HS in Zeist, the Netherlands.
- **Client:** any legal entity, or a legal entity affiliated with the legal entity, that concludes an agreement with P&O Partner B.V., or with which P&O Partner is discussing the conclusion of an agreement.
- **Parties:** P&O Partner and the Client.
- **Employee:** any natural person employed, whether or not for an indefinite period, by P&O Partner B.V.
- **Interim Professional:** any natural person assigned by P&O Partner to the Client who, either runs a company at one's own risk and expense, or works on a payroll basis via P&O Partner and performs or will perform one or more interim assignments for the Client.
- **Candidate:** any natural person who is approached by P&O Partner as a potential employee of the Client and/or who is presented as such by P&O Partner to the Client.

#### Article 2: General

- 2.1 These General Terms and Conditions apply to all offers, quotations, order confirmations and agreements between the Parties, and to the work resulting therefrom.
- 2.2 Any stipulations and agreements deviating from these General Terms and Conditions will be valid and binding only if expressly agreed in writing.
- 2.3 The applicability of any terms and conditions of the Client is explicitly excluded.
- 2.4 In the event that P&O Partner concludes more than one agreement with the Client, all subsequent agreements will be subject to the General Terms and Conditions of P&O Partner then in force, irrespective of whether they have been explicitly declared applicable.
- 2.5 Should one or more of the provisions of these General Terms and Conditions be void or nullified, the remaining provisions of these General Terms and Conditions will remain fully applicable. The Parties will enter into consultation to agree one or more new provisions to replace the void or nullified provision(s). In doing so, the purpose and meaning of the void or nullified provision(s) will be taken into account as far as possible.
- 2.6 Agreements concluded with P&O Partner are not transferable and only apply to the Client in whose name the agreement has been concluded.

#### Article 3: Formation of the agreement

- 3.1 The agreement will be concluded by written or oral acceptance of the quotation and order confirmation by the Client when recruiting a Candidate.
- 3.2 When acting as an intermediary for an Interim Professional or an Employee, the agreement will be concluded by written or oral acceptance by the Client of the order confirmation and agreement at the start of the performance of the agreement by P&O Partner.



## **Article 4: Performance of the activities**

- 4.1 The performance of the agreement is a best efforts obligation. The activities of P&O Partner are of an advisory nature and the Client will at all times remain responsible for its own decisions, acts and their consequences, even if these decisions or acts or their omission take place on the explicit advice of P&O Partner.
- 4.2 The Client will at all times provide P&O Partner fully and in time with information that may be relevant for the performance of the offer or agreement and provide the cooperation that is reasonably necessary for the performance of the offer or agreement by P&O Partner. This serves as a basis for recommendations and activities of P&O Partner, whereby it is assumed that the information provided by the Client is correct and complete.
- 4.3 In the event that an interim assignment has been given to P&O Partner, P&O Partner will be entitled to have the interim assignment performed by an Employee or Interim Professional who performs activities by order of P&O Partner.

## **Article 5: Rates and expenses in general**

- 5.1 The fee payable by the Client to P&O Partner for services rendered and costs incurred will be determined in writing between the Parties prior to the start of the performance of the agreement.
- 5.2 P&O Partner will be entitled to change the rates upon renewal and/or modification of the agreement.
- 5.3 P&O Partner will be entitled to ask for an advance to cover its activities and the associated costs as well as to suspend the activities until payment of this advance has been made.
- 5.4 In the event that P&O Partner, on request or with the prior consent of the Client, has performed activities or other services that fall outside the contents or scope of the agreement, these activities or services will be reimbursed according to the usual rates of P&O Partner.
- 5.5 In addition, the Client will reimburse all expenses attached to the performance of the agreement.
- 5.6 All prices or rates offered/mentioned by P&O Partner are exclusive of VAT.

## **Article 6: Fee**

- 6.1 The fee payable by the Client to P&O Partner for the deployment of an Interim Professional will be agreed between the Parties per agreement in writing.
- 6.2 All costs incurred by an Interim Professional necessary for the performance of the activities for Client will, together with the travel allowance and the fee, be charged to the Client itemised on a monthly basis.
- 6.3 P&O Partner will be entitled to change the fee upon renewal of an interim assignment or as at 1 January of any year. P&O Partner may increase the fee by the price index figure from the collective bargaining agreement for the business services sector, as published by Statistics Netherlands.
- 6.4 All prices or rates offered/mentioned by P&O Partner are exclusive of VAT.

## **Article 7: Payment conditions**

- 7.1 Payment will be due within 15 days of the invoice date.
- 7.2 In the event of non-timely or incomplete payment, P&O Partner will reserve the right to suspend all activities of P&O Partner, the Employee and the Interim Professional, without the Client being entitled to terminate the current agreement.
- 7.3 Objections regarding invoices must be submitted to P&O Partner no later than 8 days of the invoice date. After this period, the Client will no longer have the right to complain.



- 7.4 In the event that the Client fails to pay the invoice in time or in full, the Client will owe the statutory interest rate for commercial transactions. Any judicial and extrajudicial costs will be borne by the Client, in the course of which the extrajudicial costs amount to at least 10% of the principal sum, with a minimum of € 250 exclusive of VAT.
- 7.5 The Client will not be entitled to offset outstanding invoices against any claims against P&O Partner, neither will the Client be entitled to apply any type of discount.

## **Article 8: Liability**

- 8.1 Should P&O Partner be liable, then this liability will be limited to what has been stipulated in this article.
- 8.2 P&O Partner will, with respect to the services it has rendered, including failure to meet delivery times and/or to deliver a performance, be liable only if it has not exercised the care that may be expected from a reasonably competent and reasonably acting colleague.
- 8.3 Without prejudice to the foregoing, in the event of any shortcomings in the performances delivered or to be delivered by P&O Partner, the Client will always give P&O Partner the opportunity to deliver the relevant performance correctly at a later date.
- 8.4 If, in such case, P&O Partner delivers the relevant performance correctly at a later date, no further compensation or similar sanction can be based on the initial shortcoming.
- 8.5 In the event that an Employee performs activities for the Client, P&O Partner will neither be liable for the delivered performances of the Employee, nor for any resulting loss.
- 8.6 P&O Partner will never be liable for any loss resulting from advice given. Advice will always be given on the basis of the facts and circumstances known to P&O and of mutual consultations, in which respect P&O Partner will always use the Client's intention as a guideline and starting point.
- 8.7 P&O Partner will never be liable for any indirect loss, including but not limited to consequential loss, lost turnover and profit, lost savings and loss due to business interruption.
- 8.8 Under no circumstances will P&O Partner be liable for the consequences arising from any incorrect data provided to it.
- 8.9 In all cases, the liability of P&O Partner will be limited to the amount payable to it by the Client in connection with the relevant performance and, in addition, without prejudice to the foregoing, the amount will never exceed € 10,000.
- 8.10 Any claims by the Client must be filed with P&O Partner as soon as possible but at the latest within two months after the alleged liability has arisen. After the aforementioned date, P&O Partner can no longer accept any liability.
- 8.11 The Client will indemnify P&O Partner against any claims by third parties in relation to performances in respect of which these General Terms and Conditions applied between Parties, in so far as those claims exceed the limitations laid down in this article.
- 8.12 In the event that an Interim Professional as referred to in Article 1 performs an interim assignment for the Client, the paragraphs of this article will apply equally, provided that the Interim Professional will be directly liable for the loss he has caused in the event of an intentional act and deliberate recklessness. The Client will approach the Interim Professional directly and indemnify P&O Partner against any claim regarding the acts of the Interim Professional.
- 8.13 The Client will, in so far as possible, take out adequate insurance against the liability pursuant to this article. At the request of P&O Partner, the Client will provide proof of insurance.



## **Article 9: Confidentiality**

- 9.1 The Parties will be obliged to maintain the confidentiality of all confidential information that they have acquired from each other or from another source in the context of their agreement. P&O Partner will, in the course of the assignment, take all possible precautions for the protection of the interests of the Client. The Client will not provide third parties with any information about P&O Partner's approach, working method and the like without permission of P&O Partner.
- 9.2 Notwithstanding the foregoing, P&O Partner will be entitled to include the name of the Client in a list of business contacts to be made available to third parties on the website or via other means of publication, unless the Client submits a written objection.

## **Article 10: Protection of information, knowledge and employees**

- 10.1 All rights of intellectual property to which P&O Partner is entitled, are reserved by P&O Partner, even if they originate from performances delivered for the benefit of the Client.
- 10.2 The Client will have permission to apply the relevant rights for the benefit of its own business operations, to the extent that this has evidently been intended in the relevant agreement between the Parties.
- 10.3 The Client will, within a period of 24 months after termination of the last agreement with P&O Partner, refrain from any act that has the object or the effect that an Employee enters into an employment relationship with the Client.
- 10.4 In the event that an Employee carries out an assignment for the Client or enters into an employment relationship with the Client within a period of two years after termination of the last agreement with P&O Partner, both the Client and the Employee will, with immediate effect, owe P&O Partner a one-time fee of € 15,000 exclusive of VAT.

## **Article 11: Entering into an employment relationship with an Interim Professional**

- 11.1 In principle, the Client will not be allowed to enter into an employment relationship with an Interim Professional, who has been recruited via P&O Partner, neither during the performance of the assignment, nor during 24 months as from the date of completion of the agreement. For the provisions of this article, entering into an employment relationship with an Interim Professional means:
- entering into an employment relationship by or concluding a contract for services between the Client and the Interim Professional.
  - the deployment by third parties of an Interim Professional with the Client.
  - the conclusion of an employment relationship between the Interim Professional and a third party, whereby the Client and the aforementioned third party form part of the same group or the one is the subsidiary company of the other.

For the provisions of this article, Interim Professional also comprises:

- the (trainee) Interim Professional who has been introduced to the Client.
- 11.2 In the event that the Client enters into an employment relationship with the Interim Professional during the term of the interim assignment without written permission of P&O Partner, the Client will owe P&O Partner a fee of € 15,000 exclusive of VAT.
- 11.3 In the event that the Client enters into an employment relationship with the Interim Professional within two years after termination of the interim assignment without written permission of P&O Partner, the Client will owe P&O Partner a fee of € 15,000 exclusive of VAT.

## **Article 12: Special provisions concerning the Recruitment & Selection procedure**

- 12.1 The Client will give the assignment for Recruitment & Selection, to the exclusion of other Recruitment & Selection agencies, exclusively to P&O Partner.
- 12.2 Potential candidates from the organisation or network of the Client itself, who approach the Client directly, will be involved in the procedure in a similar manner as the candidates selected by P&O Partner. After the appointment of the aforementioned potential candidate, the Client will continue to be bound by the obligation to pay the full amount of the agreed fee to P&O Partner.



- 12.3 The fee will be agreed upon by contract between the Parties and amounts to 25% of the fixed full-time salary.
- 12.4 In the event that the Client terminates the agreement between the Parties after P&O Partner has started the work and prior to the appointment of the Candidate by the Client, the Client will owe P&O Partner a fee amounting to at least 50% of the expected Recruitment & Selection fee in the event of appointment (in accordance with Article 12.3 of these General Terms and Conditions). The one-time fixed costs will at all times be due in full.
- 12.5 In the event that the Client does not initially appoint a Candidate of P&O Partner, but, within 18 months after the presentation, whether or not through a third party, appoints the Candidate in any position or employs the Candidate, the Client will still owe a Recruitment & Selection fee to P&O Partner in accordance with Article 12.3 of these General Terms and Conditions.
- 12.6 P&O Partner does not accept any liability in respect of loss resulting from inadequate performance, acts or omissions of the Candidate deployed with the Client, including any resulting loss for the Client caused by the Candidate.
- 12.7 Guarantee on the work performed as part of Recruitment and Selection will only apply if Parties have explicitly agreed on this in writing.

#### **Article 13: Force majeure**

- 13.1 The party who finds that it has been affected by force majeure must inform the other party of this immediately.
- 13.2 The Parties will not be bound to fulfil any obligation, if they are prevented from doing so as a result of a circumstance that is not attributable to their fault and which they are not accountable for by law, a legal act or according to generally accepted standards.
- 13.3 In these General Terms and Conditions, force majeure means, in addition to its definition provided by law and case law, all external foreseeable or unforeseeable causes which the P&O Partner cannot influence but as a result of which P&O Partner is unable to fulfil its obligations, including illness of its personnel, power and computer failures, viruses, fire and theft. This includes jobs strikes in the company of P&O Partner.
- 13.4 P&O Partner will also be entitled to invoke force majeure, if the circumstance that inhibits the (further) fulfilment occurs after the date that P&O Partner should have fulfilled its obligations.
- 13.5 In so far as P&O Partner, at the time of the occurrence of the force majeure, has partially fulfilled its obligations under the agreement, or will be able to fulfil these, and if independent value can be attributed to the fulfilled, respectively to the still to be fulfilled part, P&O Partner will be entitled to invoice the fulfilled, respectively the still to be fulfilled part separately. The Client will be bound to pay this invoice as if it were a separate agreement.

#### **Article 14: Termination**

- 14.1 Either party will be entitled to terminate the agreement with immediate effect in the event of liquidation or suspension of payment of the other party, or in the event that the Dutch Debt Management (Natural Persons) Act is declared applicable to the other party.
- 14.2 All work performed and expenses incurred by P&O Partner until the moment of termination of the agreement, will be charged to the Client.

#### **Article 15: Final provisions**

- 15.1 The Client consents to the transfer to a third party of the offer, order confirmation and/or agreement and the rights and obligations arising therefrom for P&O Partner. P&O Partner will inform the Client about such a transfer.



- 15.2 In the event the control within P&O Partner changes, the arrangements laid down in the offer, order confirmation and agreement between P&O Partner and the Client will continue unaltered.
- 15.3 These General Terms and Conditions will remain in force in the event that P&O Partner, wholly or in part, changes its name, legal form or owner.
- 15.4 These General Terms and Conditions may be amended, withdrawn or supplemented by P&O Partner.
- 15.5 All agreements between the Parties are governed by the laws of the Netherlands.

**Article 16: Amendment and location of the conditions**

- 16.1 These General Terms and Conditions will be effective as from 1 October 2018.

Zeist (the Netherlands), 1 October 2018

