

Article 1. Definitions

The following definitions shall be used in the context of these General Terms & Conditions:

- a) **"Candidate"**: Any natural person that has contacted Page Executive and/or the Client regarding the entering into a Legal Relationship with the Client, including an entity that the Candidate is to be considered to have control over.
- b) **"Client"**: The party on whose behalf Page Executive makes the effort to recruit and select a Candidate.
- c) **"Engagement"**: The agreement between Page Executive and the Client in the context of which Page Executive makes the effort towards the Client to recruit and select a Candidate.
- d) **"General Terms & Conditions"**: These General Terms and Conditions, that are applicable to every engagement between Page Executive and the Client.
- e) **"Gross Annual Income"**: The gross annual salary agreed between Candidate and Client based on a fulltime employment (based on 40 hours a week), plus (profit-sharing) bonuses and other emoluments as have been guaranteed or may reasonably be expected. The Gross Annual Income shall also include the annual lease value of any car placed at the disposal of the Candidate by the Client. Where a car allowance (cash equivalent instead of an actual car) forms part of the remuneration package agreed between the Client and the Candidate introduced by Page Executive, this car allowance will be calculated (on an annual basis) as part of the Gross Annual Income. This same method of calculation is applicable to any Legal Relationship which is not to be considered as an employment contract.
- f) **"Legal Relationship"**: The legal relationship between Client and Candidate, based on which the Candidate carries out work for the Client.
- g) **"Page Executive"**: (hereafter: PE) is a trade name of Michael Page International (Nederland) B.V., having its registered seat in Amsterdam, The Netherlands.

Article 2. Applicability

- 2.1 These General Terms & Conditions shall apply to and form part of all offers, quotations, engagements and agreements between PE and the Client as well as all agreements and/or disputes arising therefrom. Client hereby declares and confirms to have received a copy of these General Terms & Conditions.
- 2.2 These General Terms & Conditions are valid as of the 1st of January 2020 and replaces all previous versions of the PE general terms & conditions. PE reserves the right to amend these General Terms & Conditions. If PE uses this authority, it will inform the Client two weeks before the new version of the terms and conditions enters into force.
- 2.3 If the provisions of the Engagement are inconsistent with these General Terms and Conditions, the provisions of the Engagement shall prevail.
- 2.4 Deviations from these General Terms & Conditions are only valid insofar as they have been confirmed in writing by the management of PE. Such deviations shall only apply to the specific case concerned and do not apply to other situations or to future Legal Relationships.
- 2.5 The applicability of any other general terms and conditions to be applied or referred to by the Client is hereby explicitly dismissed.

Article 3. Non-committal nature of quotations; realisation of Engagements

- 3.1 All quotations and cost estimates provided by PE shall be fully subject to contract unless it has been explicitly stated to the contrary in an individually addressed written quotation.
- 3.2 Engagements between PE and the Client shall only be realised on PE's written confirmation of the Engagement or on PE having made a start on the Engagement's execution.
- 3.3 Engagements between PE and the Client are considered as started as well if the Client invites a Candidate.
- 3.4 All cost and prices mentioned in quotations, contracts and these General Terms & Conditions are excluding VAT unless otherwise stated.

Article 4. Fee and terms of payment

- 4.1 The total fee payable by the Client to PE is equal to 30% of the first Gross Annual Income to be earned by the Candidate in the Client's employ.
- 4.2 Payment of the fee referred to in the preceding paragraph becomes payable in accordance with the following:
 - At the start of the Engagement the Client shall pay to PE a start fee equal to 10% of the expected Gross Annual Income for the position in question;
 - On introduction of Candidates the Client shall pay to PE a short-list fee equal to 10% of the expected Gross Annual Income for the position in question;
- 4.3 On acceptance by a Candidate of the Client's offer, the Client shall pay to PE the completion fee as set out in Article 4.1, after deduction of any previously paid start and shortlist fees.

Article 5. Other charges

- 5.1 The Client shall reimburse any travelling and accommodation costs incurred by the Candidate in connection with his or her interview with the Client, to the party that paid those costs.

Article 6. Cancellation and amendment of the Engagement

- 6.1 If the Client cancels an Engagement, PE shall be entitled to charge a compensation equal to the unpaid part of the fee that would be due upon successful completion of the assignment (as described in art. 4). Cancellation does not affect the rights PE has built up prior to the cancellation.
- 6.2 Client is not entitled to amend the Engagement, unless with prior consent of the management of PE.
- 6.3 Client is not entitled to suspend or set off the invoiced amounts.

Article 7. Payment and complaint period

- 7.1 Unless agreed otherwise in writing, the Client shall at all times be under an obligation to effect payment of PE's invoices within no more than 14 days of the invoice date.
- 7.2 On expiry of the payment term referred to in the preceding paragraph, the Client shall be in default without notice of default being required, and shall from such moment onwards be obliged to pay the commercial statutory interest (in Dutch: 'wettelijke handelsrente') and extrajudicial collection costs on such amount as remains outstanding to PE.

- 7.3 The compensation to be paid in respect of extrajudicial collection costs is fixed at a minimum of 15% of the amount due.
- 7.4 Payments by the Client primarily serve to pay the interest due as referred to in paragraph 2 of this article, subsequently to pay any extrajudicial costs as stated in paragraph 3 and finally to pay outstanding claims (oldest claim first).
- 7.5 If, for any reason the Client does not agree with any invoice, the Client shall inform PE in writing in this regard, stating reasons within 7 days after the invoice was sent. In the absence of such notification, the amount mentioned on the invoice shall be assumed to be indebted and the Client shall have waived every right to object.

Article 8. Advertisements

- 8.1 PE may use its know-how and expertise in the area of advertising upon request of the Client. PE and the Client will discuss PE's fees and lay down the relevant conditions in writing. In the absence of such written conditions, PE will set a fee unilaterally.

Article 9. Other Obligations on the Part of the Client

- 9.1 Without PE's permission the Client shall not be entitled in any way to pass on information on or introduce Candidates to third parties. In the event that the Client introduces a Candidate having originally been introduced to it by PE to another person, business or institution within 18 months of such Candidate's original introduction and this results in an employment contract or other contractual relationship being contracted with the Candidate, either in the latter's own name or via and/or in collaboration with natural persons with whom or legal entities with which the Candidate has an involvement, the Client shall be under an obligation to pay the entire fee to PE in accordance with the provisions of article 4 hereinbefore.
- 9.2 In the event of the Client rejecting a Candidate having been introduced by PE or the Candidate turning down the Client's offer to enter into an employment contract and the Client's subsequent entry into an employment contract or other contractual relationship with the Candidate within 18 months of PE having first introduced it to the Candidate, either in the latter's own name or via and/or in collaboration with natural persons with whom or legal entities with which the Candidate has an involvement, the Client shall be under an obligation to pay the entire fee in accordance with the provisions of article 4 hereinbefore.
- 9.3 In the event of a circumstance as described in the preceding paragraphs arise where it concerns a contractual relationship other than an employment contract, "first Gross Annual Income" as referred to in article 4 hereinbefore shall be defined as the Candidate's (expected) annual turnover.
- 9.4 The Client informs PE within 10 business days if a circumstance as described in article 9.1. and/or 9.2. occurs, including a statement of the Gross Annual Income of the Client.
- 9.5 The Client shall immediately refer Candidates to PE in case Candidates turn directly to the Client.

Article 10. Premature Termination of Legal Relationship

- 10.1 In the event of termination of the Candidate's Legal Relationship during the candidate's probationary period by the Client or Candidate, the Engagement shall be regarded as not having been completed and PE shall ensure that the Engagement is - belatedly - completed without charging additional fees, with the exception of supplementary advertising charges to be submitted for the Client's approval in advance, provided:
 - (a) the Client duly notifies PE in writing within seven days of the Candidate or the Client itself having terminated the Legal Relationship;
 - (b) cancellation has not ensued from the Client's having amended or failed to comply with the Legal Relationship;
 - (c) the essential characteristics of the position have not changed;
 - (d) termination of the Legal Relationship has not ensued from forced redundancy, restructuring, merger or acquisition;
 - (e) the Client has settled all amounts invoiced by PE; and
 - (f) the Client has complied with such conditions as set out in these General Terms & Conditions.
- 10.2 In the event that the Client or a natural person or legal entity, company or institution affiliated to the Client enters into a Legal Relationship with the Candidate within 18 months of having been introduced to the Candidate, whose previous Legal Relationship was terminated based on article 10.1, the Client shall be under an obligation, by way of compensation for PE's previous efforts in finding a replacement, to pay to PE the full fee in accordance with the provisions of article 4 of these General Terms & Conditions.

Article 11. Liability

- 11.1 PE shall make all reasonable effort to find a suitable Candidate but does not issue any guarantees whatsoever regarding the suitability of the proposed Candidate. The Client shall be responsible for verifying the Candidate's references (which shall include the verification of diplomas and the like having been awarded to the Candidate) and shall convince itself of the Candidate's suitability prior to employing any Candidate having been introduced to it by PE. PE shall not be liable for any damage or loss to be suffered by the Client in connection with the Engagement irrespective of whether such damage or loss is attributable to the Candidate's unsuitability (as established afterwards) or to other factors. The Client hereby indemnifies PE against any third-party claims in connection with the Engagement.

Article 12. Ethical Code of Conduct, Anti Bribery and Corruption Clause

- 12.1 The introduction of Candidates to the Client shall only take place following they have been interviewed and brought up to date on the vacancy in question.
- 12.2 PE shall practise discretion with respect to business and personal data pertaining to the Client and the Candidate. Personal data shall only be made available with the Candidate's permission.
- 12.3 The Client will:
 - (a) comply, and procure that its employees comply with all applicable laws, rules and regulations relating to anti-bribery and corruption and commits that neither it nor any of them has or will offer, promise, give or agree to give any person, or accept or agree to accept from any person, whether for itself or on behalf of another, any gift, payment, consideration, facilitation payment, financial or non-financial advantage or benefit of any kind which is illegal or corrupt under the laws of any country (together a "bribe"), directly or indirectly in connection with this Engagement or any other agreement existing now or in the future with PE; and
 - (b) promptly report to PE any request, demand or offer for any bribe in connection with the performance of this Engagement; (the "Anti-Corruption Obligation").

12.4 The Client shall immediately disclose in writing to the Company Secretary of PE International plc details of any breach of the Anti-Corruption Obligation. This is an ongoing obligation.

Article 13. Sanctioning

13.1 The Client confirms that it complies with the international sanction laws and regulations issued by the United States of America ("USA"), the European Union ("EU"), the United Nations ("UN") or any applicable local laws and regulations. In the event that:

- (a) The Client is in breach of this confirmation or ceases to meet such confirmation at any time during the provision of the services; or
- (b) if the provision of the services involves any person (natural, corporate or governmental), or their beneficial owner, listed in the USA, EU, UN or local sanctions lists, or involved by or has nexus with any country or any of their governmental agencies which are subject to such sanctions, in the receipt of any services from PE.

13.2 If the Client violates article 13.1, PE is entitled to rescind the Engagement in writing, without prior notice being required. In the event of such termination all unpaid fees shall become payable immediately, that would be due upon successful completion of the assignment (as described in art. 4).

Article 14. Privacy

14.1 The Client acknowledges that both parties are separate data controllers for the personal data processed under this Engagement. For the avoidance of doubt, the parties do not wish to establish a joint controller relationship in relation to the services provided under this Engagement. Each party commits to comply with all applicable privacy and data protection laws, including the General Data Protection Regulation 2016/679, the upcoming Privacy Regulation and any laws implementing, supplementing or replacing the aforementioned regulations. Any personal data provided by PE to the Client will only be used for the limited purposes as described in this Engagement and in accordance with aforementioned laws and regulations. Parties shall not knowingly perform their obligations under this agreement in such a way as to cause the other party to breach any of its obligations under applicable data protection legislation.

14.2 Any personal data of the Client and of any person acting on Client's behalf that may be provided within the scope of this contract, will be treated by PE for the purposes of managing the contractual relationship and sending commercial information. You can exercise your rights of access, rectification, deletion and portability of your data, limitation and object to processing at the email address gdpr@pagegroup.eu.

Article 15. Applicable Legal System; Competent Court

15.1 These General Terms & Conditions and the Engagement to which they apply are governed by Dutch law.

15.2 Any disputes arising from or relating to the Engagement to which these General Terms & Conditions apply and any disputes in connection with these General Terms & Conditions shall exclusively be brought before the "Arrondissementsrechtbank" in Amsterdam (Amsterdam District Court).