

TERMS OF BUSINESS FOR MARGIN ONLY INTRODUCTION SERVICES FOR CLIENTS

THE PARTIES

- (1) Arrows Group B.V., a company incorporated in the Netherlands under Chamber of Commerce number 34360442 and with its registered office at Herengracht 545, 1017 BW Amsterdam (hereinafter referred to as '**AG**');
- (2) [Full statutory name of the Company] a company incorporated in the Netherlands under Chamber of Commerce number [registration number] and with its registered office at [address] (hereinafter referred to as '**the Client**');

RECITALS

- A. AG is involved, among other things, in the recruitment and selection of skilled contractors;
- B. AG intends to introduce contractors (hereinafter referred to as '**the Contractor**') to the Client;
- C. With a view to the recruitment services provided by AG and the introduction of the Contractor to the Client, the Client will pay AG a fee during the term of its agreement with the Contractor;

HEREBY AGREE AS FOLLOWS:

Definitions

In these Terms:

'**Agreement**' means these terms of business and includes any signed Assignment Schedule issued pursuant to these terms of business;

'**Assignment**' means the period during which the Contractor provides the Services set out in an Assignment Schedule to the Client after having been introduced by AG to the Client for that purpose;

'**Representative**' the natural person who, as the legally valid representative of the Contractor, performs the Services on behalf of the Contractor for the client, and who is listed as such in the Assignment Schedule to this Agreement.

'**(End) Client**': the Client and, if this is another entity, the natural person or legal entity for which the Contractor performs an assignment or to which the Contractor provides Services.

'**Engagement**' means any engagement, employment, retention or use of the Contractor's services directly or indirectly by the Client, or by any third party to whom the Contractor has been introduced by the Client on a permanent or temporary basis, which will include under an employment contract, contract for services, temporary employment contract, licence, franchise or partnership arrangement, or via any other supplier, and 'Engage', 'Engages' and 'Engaged' will be construed accordingly;

'**Introduction**' means the provision of any information to the Client by AG (whether in writing or orally) which identifies a Contractor and in respect of which the Client acknowledges receipt orally or in writing, and 'Introduces' will be construed accordingly;

'**Restriction Period**' means the 12 months following either:

1. the Introduction of the Contractor; or
2. the termination or expiry of this Agreement;

Whichever happens last in time;

'Services' means all or any part of the work or services performed by the Contractor as set out in the Assignment Schedule to this Agreement and performed from time to time pursuant to this Agreement;

'Transfer Fee' means the fee set out in the Assignment Schedule.

1. Applicability of the Agreement

1.1 This Agreement is effective from [date] and replaces all previous terms of business issued by AG.

1.2 This Agreement will be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Contractor to the Client by AG or (b) an Introduction to the Client of, or the Engagement by the (End) Client of, a Contractor or (c) (a request by the (End) Client for) an interview by the (End) Client with a Contractor (including an interview by video conferencing or by telephone) or (d) the signature of the (End) Client on a time sheet relating to services provided by the Contractor or (e) the Client's signature at the end of this Agreement or (f) any other written acceptance of this Agreement. For the avoidance of doubt, this Agreement applies whether or not the Contractor is Engaged by the (End) Client for the same type of work as that for which the Introduction was originally effected. The terms of the Assignment are set out in the Assignment Schedule attached hereto.

1.3 This Agreement forms the entire agreement between the parties with respect to the subject arranged in it, which replaces all previous agreements or guarantees, either orally or in writing, including without limitations the Client's terms of business, purchase orders or other documents of the Client concerning the provision of the Services by the Contractor.

1.4 This Agreement may not be modified or amended except in writing and signed by a duly authorised representative of AG and the Client.

1.5 For the purposes of this Agreement, AG acts as a company that provides services in the form of the introduction of Contractors to the (End) Client who meet the Client's stated requirements. The Client will subsequently contract directly with the Contractor for the provision of their services during the Assignment, and will incorporate in such contract the Contractor Services information in the Assignment Schedule attached hereto.

1.6 The Client authorises AG to act on its behalf in seeking Contractors and, if the Client so requests, will advertise for Contractors in the manner agreed with the Client.

1.7 Where there is a conflict of provisions between this Agreement and the Assignment Schedule, the text of this Agreement will prevail.

1.8 In the event of differences between the meaning of the English text of this Agreement and translations thereof into Dutch or into any other language, the English text will be decisive between the parties. Any translation in another language is merely indicative.

2. Fees and Invoicing

2.1 AG's fee (**AG Fee**) generated whilst the Contractor is on assignment with the Client will be specified in the Assignment Schedule and will be paid by the Client under the terms of this Agreement.

2.2 The costs incurred by AG at the Client's written request for advertisements or other matters will be charged to the Client in addition to AG Fee, and these costs will be owed regardless of whether the Contractor is given an assignment.

2.3 The Client will send AG on a monthly basis copies of all time sheets, which have been duly signed and authorised by the (End) Client for the relevant Contractor(s) within 3 working days of the end of the month covered by the time sheet. The Client hereby warrants that the time sheets sent represent a true record of the hours/days worked by the Contractor in the relevant period of the Assignment.

2.4 AG will invoice the Client for AG Fee. Invoices will be paid within the time specified in the Assignment Schedule.

2.5 AG reserves the right, without any prior notice of default being required to that end, to charge 8% interest a year if the payment of an invoice has not taken place within the payment term described in Article 2.3, as prescribed under EU law governing late payment of commercial debts. Interest will be calculated on a daily basis.

3. Obligations of AG

3.1 AG will make a reasonable effort to introduce one or more suitable Contractors to the Client who meet the requirements of the Client for a certain vacancy. AG cannot guarantee that it will be able to find a suitable Contractor for every vacancy. Subject to Article 3.2, AG will make a reasonable effort to establish whether the information provided by AG to the Client about a Contractor is correct.

3.2 AG does not accept any responsibility concerning matters that it is not familiar with, and the Client must ascertain whether the Candidate is suitable.

4. Obligations of the (End) Client

4.1 The (End) Client is responsible for obtaining any necessary work- and/or residence- and/or single permit or other permits for the performance of work in the Netherlands in accordance with the Dutch Foreigners Act and the Dutch Foreigners Employment Act and/or, if required and permitted, for arranging any medical examinations in accordance with the Dutch Medical Examinations Act. Furthermore, the (End) Client must comply with all other regulations, qualifications and/or permits prescribed by law that are required for the Contractor will to perform their work for the (End) Client.

4.2 In order to enable AG to fulfil its obligations under Article 3, the Client undertakes that it will provide AG with the details in writing concerning the position that the (End) Client wishes to fill, including the nature of the work that the Contractor must perform, the location and working hours, experience, education, qualifications and any authorisations that the (End) Client deems necessary or that the Contractor must have by law or according to the rules of a professional organisation in order to hold that position, and any risks that the (End) Client is aware of in the area of health or safety as well as the measures that the (End) Client has taken to prevent or manage these risks. The Client will send proof hereof to AG.

4.3 The Client must provide details about the date on which the Client wants the Contractor to start with the performance of the work and/or the date on which the work must have been completed and/or the duration or likely duration of the work, any working time, the minimum remuneration and any expense allowance that is offered, the payment periods of the remuneration and the duration of the notice period that the Contractor or the Client must observe upon termination of the work for the Client.

4.4 The Client must inform AG within [1] working day if it receives details from AG concerning a Contractor that it has also received from another agency with respect to the same vacancy. If the Client does not give such notice it agrees, if it gives an assignment to the Contractor, that AG is entitled to charge a fee in accordance with Article 2.1.

4.5 The Client undertakes that it:

- a) will inform AG as soon as possible (but in any event no later than 7 days after the date of the offer or the date on which the assignment of the Contractor starts; whichever occurs first) about an (offer for an) assignment that it (makes or) gives to the Contractor; and
- b) will immediately inform AG that its offer for an assignment has been accepted by the Contractor, and that it will provide the Contractor with the details concerning the remuneration; and
- c) will pay AG its AG Fee within the period stated in the Assignment Schedule.

4.6 The Client will refrain from and do its utmost to ensure that AG will refrain from unlawful discrimination in the context of services provided by AG to the Client in connection with this Agreement, and will provide AG with all information requested by AG if a (prospective) Contractor submits a complaint in that respect to AG, all this within the limits of the applicable privacy legislation.

5. Termination

- 5.1 Unless otherwise agreed in the Assignment Schedule, this Agreement will end by operation of law if and as soon as the agreement between the Contractor and the Client ends for any reason whatsoever.
- 5.2 Each of the parties has the right to give notice to terminate this Agreement, without becoming liable for compensation, by means of a letter addressed to the other, with due observance of a notice period as agreed in the Assignment Schedule, which leads to the simultaneous termination of the contracts that apply between the Client and the Contractor(s), if:
- a) one of the parties violates a condition of this Agreement, including payment terms, and does not remedy such a violation within 7 days after the other party has requested such in writing or
 - b) one of the parties goes into liquidation, is granted a suspension of payments, or if part of the assets of one of the parties is attached, as a result of which the execution of this Agreement is in danger of being obstructed.

6. Liability

- 6.1 AG will not be liable for a failure to fulfil its obligations under this Agreement if such a failure is the result of a cause that is reasonably beyond its power/control.
- 6.2 AG will not under any circumstance be liable for any loss, expenses, damage, delay, costs or fee (direct, indirect or consecutive) that can be sustained, incurred or made by the Client as a result of or in connection with searches performed and/or introductions made by AG of a Contractor for the Client.
- 6.3 The Client will indemnify AG and keep it indemnified with respect to loss caused by fines imposed by the Dutch labour inspectorate (at the date of the last revision of this contract referred to as 'Inspectie SZW'), the Dutch Data Protection Authority or another government agency, receivables from and other claims against AG and costs (including legal costs and missed interest on the stated sums) arising directly or indirectly for the Client as a result of or in connection with this Agreement, including (without limitations) as a result of:
- a) a violation of this Agreement by the Client or its employees or agents; and/or
 - b) a violation by the Client or a third party or one of its employees or agents of applicable statutory provisions (including, without limitations, equal treatment laws, immigration laws and (other) Regulations); and/or
 - c) a non-authorized disclosure of details concerning a (potential) Contractor (introduced by AG) by the Client or a third party or one of its employees or agents.
- 6.4 Save as cannot be excluded by law, the sole aggregate liability of AG towards the Client arising in connection with this Agreement will be limited to €12,500.

7. Non-disclosure

- 7.1 All information included in this Agreement (including the Assignment Schedule) must remain confidential, and the Client may not disclose it to a third party, with the exception of the own employees and professional advisers and/or if disclosure is prescribed by law.
- 7.2 The Client may not without AG' prior written consent provide information about a (potential) Contractor (introduced by AG) to any third party with the objective of employment or otherwise.
- 7.3 The Client undertakes that it will comply with the General Data Protection Regulation (GDPR) and the GDPR (Implementation) Act that is based on it, and the Client will not cause or attempt to cause AG to violate the GDPR or the GDPR (Implementation) Act in connection with this Agreement, and will provide all information in good time as may be requested by AG in order to assist AG in responding to a request for access to details concerning any person (as defined in the GDPR or the GDPR (Implementation) Act).
- 7.4 Neither party will, either during an Assignment or at any time thereafter, for any reason whatsoever disclose or communicate to any person or persons, except in the proper discharge of its responsibilities under this Agreement, or with the other party's consent, any other confidential information relating to the

businesses of the other party or its subsidiaries or associates or related parties that have been disclosed to the other party or that may otherwise have come to its attention including, without limitation, any information relating to:

- a) lists and details of customers and potential customers of or suppliers and potential suppliers to any of those businesses;
- b) processes or methods used or to be used in any of those businesses;
- c) goods or services sold or supplied or proposed to be sold or supplied by any of those businesses, pricing policies and terms of business;
- d) any business method or computer software used in any of those businesses;
- e) business development plans and future product ideas of any of those businesses; and management accounts;
- f) fees charged by the parties.

This restriction will cease to apply to information or knowledge that comes into the public domain other than by reason of the default of the other party.

7.5 In case of violation of the provisions in this article the client forfeits an immediately due and payable, not for judicial moderation liable, fine of € 50,000 to AG.

8. No waiver

8.1 Failure of either party to insist upon the strict performance of any provision of this Agreement to which it is entitled under this Agreement will not constitute a waiver thereof and will not cause a diminution of the responsibilities under this Agreement.

9. Relationship

9.1 The relationship between the parties is one of independence. No party is an agent for the other party and no party has any authority to conclude any agreement whether explicitly or implicitly on behalf of the other party without the other party's prior written consent.

10. Transfer Fee

10.1 If the Client – or a business affiliated with the Client, an end customer or other third party to whom the Client has introduced the Contractor – wishes to Engage the Contractor within the Restriction Period directly or indirectly via another third party, the Client will owe AG a Transfer Fee:

- a) if no Assignment has been entered into; or
- b) during or following termination or expiry of the Assignment or any Assignment extension.

10.2 The provisions of Article 10.1 will also apply to the Restriction Period after the termination of this Agreement.

11. General

11.1. If any provision, article or part of an article of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.

11.2. No provision of this Agreement will be enforceable by any person who is not a party to this Agreement.

12. Applicable law and jurisdiction

12.1. This Agreement will be construed in accordance with the laws of the Netherlands and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be subject to the exclusive jurisdiction of the Dutch court.

Confirmation of the Agreement	
Client Signature	
Print name	
For and on behalf of [Client's Company Name]	
Date	

Employment Signature	Business	
Print name		
For and on behalf of Arrows Group B.V.		
Date		

Assignment Schedule	
Client:	
Client's invoice address:	
Contractor:	
Contractor Services Information	
Name of the Representative	
Description of the Services	
Start Date:	
End Date:	
Notice of termination	XX weeks
Contractor's standard hours, if applicable:	XX hours a week]
Information about costs	
Employment Business Fee to be paid by the Client (excluding sales tax):	€[X] per hour worked by the Contractor as per authorised time records
Call-out/additional fees/expenses	
Invoicing frequency	Monthly
Term of payment	
Transfer Fee	25% of the basic annual salary (or the fee of the contractor on an annual basis if the basic annual salary is not known or disclosed)
General Information	
Additional Terms/Conditions Applicable	All fees quoted are exclusive of VAT
Agreed variations to Terms and Conditions	If there is a conflict between the Terms of Business and the Assignment Schedule, the Assignment Schedule will prevail: Any variations to the Terms of Business or Assignment Schedule can only be agreed in writing by both parties.
Confirmation of Schedule	
Signature of AG	
Print name	
For and on behalf of Arrows Group B.V.	
Date	

Signature of the Contractor	
Print name	
For and on behalf of the Contractor	
Date	