

Arrows Group BV

a private company with limited liability, incorporated under Dutch law with company number 34360442 (Ch. of Comm.), having its registered office at Herengracht 545, 1017 BW Amsterdam ('Arrows');

Standard Terms of Business Introduction of Candidates for Direct Employment / Assignment

1. Definitions

In these Terms, the following definitions have the following meaning:

- 1.1 **'Client'** means the person, firm or legal entity, together with any subsidiary or affiliated company, to whom Arrows introduces a Candidate;
- 1.2 **'Candidate'** means the person or company Introduced by Arrows to the Client for an Assignment including, but not limited to, any supervisor or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, as well as members of Arrows' own staff;
- 1.3 **'Assignment'** means the assignment to, employment with or engagement of the Candidate by the Client or by a Third Party to whom the Candidate was introduced by the Client (with or without Arrows' knowledge or consent) on a temporary or permanent basis, regardless of how this Assignment was established (directly or indirectly), and 'Give an Assignment' and 'Has given an Assignment' will be interpreted accordingly;
- 1.4 **'Introduction'** means:
- the interview of a Candidate in person or by telephone; or
 - the submitting of a curriculum vitae or information about the Candidate.
- The time of the Introduction will be either (a) or (b), whichever occurs first; and the terms 'Introduced' and 'Introduces' will be interpreted accordingly;
- 1.5 **'Regulations'** means the mandatory Dutch law and regulations applicable to the legal relationship between Arrows, the Client and the Candidate under these standard terms of business;
- 1.6 **'Remuneration'** means the basic salary or fees, 8% holiday allowance, guaranteed and/or anticipated bonuses and commissions, 13th month's salary if applicable, incentives, shift work allowances, allowances in connection with the location where the work is performed, call-out charges, the addition of a company car and all other payments or emoluments that are due to or will be received by the Candidate in connection with services provided to or on behalf of the Client. If the Client provides a company car, a notional amount of [€5,000] will be added to the salary to calculate Arrows' fee;
- 1.7 **'Terms'** means these Terms of Business as defined in more detail in Article 2;
- 1.8 **'Third Party'** means any company or person who is not the Client. To avoid any misunderstandings: subsidiaries and affiliated undertakings of the Client are covered by this definition.

2. These Terms

- 2.1 These Terms form the entire agreement between Arrows and the Client with respect to the subject

arranged in it and are deemed to have been accepted by the Client and to apply as a result of (a) an Introduction to the Client of, or an Assignment given by the Client to a Candidate, or (b) the provision of information about a Candidate by the Client to a Third Party or (c) the Client's interview or a request from the Client to interview a Candidate, or (d) the Client's signature at the end of these Terms or (e) any other acceptance of the Terms expressed in writing. To avoid any misunderstandings, these Terms will apply regardless of whether the Candidate receives an Assignment from the Client for the same type of work as that for which the Introduction originally took place.

- 2.2 These Terms will replace all previous agreements between the parties with respect to the subjects arranged in them.
- 2.3 These Terms will apply to the exclusion of all terms of business or purchase conditions provided by the Client.
- 2.4 The Client authorises Arrows to act on its behalf in searching for Candidates and, if the Client so requests, advertising for these Candidates in a manner agreed on with the Client.
- 2.5 For the purposes of these Terms, Arrows will act as a company that finds work for Candidates employed and paid directly by the Client.
- 2.6 In the event of differences between the meaning of the Dutch text of these terms and translations thereof into English, the Dutch text will be decisive between the parties.

3. Arrows' obligations

- 3.1 Arrows will make a reasonable effort to introduce one or more suitable Candidates who meet the requirements of the Client for a certain vacancy. Arrows cannot guarantee that it will be able to find a suitable Candidate for every vacancy. Subject to Article 3.2, Arrows will make a reasonable effort to establish whether the information provided by Arrows to the Client about a Candidate is correct.
- 3.2 Arrows does not accept any responsibility concerning matters that it is not familiar with, and the Client must ascertain whether the Candidate is suitable.

4. The Client's obligations

- 4.1 The Client is responsible for obtaining the necessary work permits and/or other permits for the performance of work and/or for arranging medical examinations in accordance with the Dutch Medical Examinations Act. Furthermore, the Client must comply with all other regulations, qualifications or permits prescribed by law that are required in the country where the Candidate is given the Assignment to perform work.
- 4.2 In order to enable Arrows to fulfil its obligations under Article 3, the Client undertakes that it will provide Arrows with the details concerning the position that the Client wishes to fill, including the nature of the work that the Candidate must perform, the location and

Initials:



working hours, experience, education, qualifications and any authorisations that the Client deems necessary or that the Candidate must have by law or according to the rules of a professional organisation in order to hold that position, and any risks that the Client is aware of in the area of health or safety as well as the measures that the Client has taken to prevent or manage these risks.

- 4.3 The Client must provide details about the date on which the Client wants the Candidate to start with the performance of the work, the duration or likely duration of the work, the working time, the minimum remuneration, expenses and other emoluments that are offered, the payment periods of the remuneration and the duration of the notice period that the Candidate or the Client must observe upon termination of the job at the Client.
- 4.4 The Client must inform Arrows of all information it has in its possession that could prove that it would not be to the advantage of the Client or the Candidate if the Candidate were to hold the position that the Client seeks to fill.
- 4.5 The Client must inform Arrows within 1 working day if it receives details from Arrows concerning a Candidate that it has also received from another agency with respect to the same vacancy. If the Client does not give such notice the Client agrees, if an Assignment is given, that Arrows will be entitled to charge a fee in accordance with Article 5.2.
- 4.6 The Client undertakes that it:
- will inform Arrows 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 starts; whichever occurs first) about an offer for an Assignment that it makes to the Candidate; and
 - will immediately inform Arrows that its offer for an Assignment to the Candidate has been accepted, and that it will provide the Candidate with the details concerning the Remuneration; and
 - will pay Arrows its fee within the period stated in Article 6.2.
- 4.7 The Client will refrain from and will do its utmost to ensure that Arrows will refrain from unlawful discrimination in the context of services provided by Arrows to the Client in connection with these Terms, and will provide Arrows with all information requested by Arrows if a Candidate submits a complaint in that respect to Arrows, all this within the limits of the applicable privacy legislation.

5. Charges/fees

- 5.1 Introductions of Candidates are confidential. If a Client discloses details to a Third Party regarding a Candidate Introduced to the Client by Arrows, and that Third Party subsequently gives the Candidate an Assignment within [12 months] from the date of the Introduction, the Client must pay Arrows the fee described in Article 5.3., without entitlement to any discount or refund to the Client or the Third Party.
- 5.2 The Client must pay Arrows a fee calculated in accordance with Article 5.3 if it gives an Assignment within [12 months] from the date of the Introduction by Arrows to a Candidate who was Introduced directly or indirectly by or via Arrows.

- 5.3 The fee of Arrows amounts to 25% of the Remuneration of the Candidate that applies during the first 12 months of the Assignment, unless the Remuneration exceeds €100,000. In that case, the fee amounts to 30% of the Remuneration.
- 5.4 If the amount of the actual Remuneration is not known or has not been communicated, Arrows will charge a fee that has been calculated in accordance with Article 5.3 on the maximum level of the Remuneration that applies to the position or the type of position that the Candidate initially submitted to the Client and/or a comparable position in the labour market.
- 5.5 If the Assignment is carried out for a definite period of less than 12 months, the fee stated in Article 5.3 will be applied pro rata. If the Assignment is extended beyond the initial fixed term or if the Client gives the Candidate a new Assignment within [6 months] from the date of the planned or actual termination of the first Assignment, the Client must pay an additional fee that is based on the Remuneration that applied for the period of the Assignment, i.e. for the period of the extension or the period of the second Assignment respectively, or until the Candidate has been given Assignments for a full year in total.
- 5.6 The costs incurred by Arrows at the Client's written request for advertisements or other matters will be charged to the Client in addition to the fee, and these costs will be owed regardless of whether the Candidate is given an Assignment.

6. Invoices

- 6.1 With the exception of the circumstances laid down in Article 5.1, the Client will not owe a fee until the Candidate starts with the Assignment, at which time Arrows will provide the Client with an invoice for the fee.
- 6.2 Arrows will send invoices for the charges that are payable, and the Client undertakes to pay the amount due within 14 days of the date of the invoice.
- 6.3 All invoices will be paid in full by the Client in accordance with the payment terms stated in Article 6.2, unless the Client notifies Arrows in writing within 5 days of an amount the Client disputes and the reason why the Client disputes that amount. If the Client notifies Arrows that it disputes a certain amount of the invoice, the Client must pay the undisputed part of the invoice within the agreed payment period and must cooperate fully with Arrows in order to resolve the dispute as quickly as possible.
- 6.4 The Client will owe Arrows statutory interest if the Client has not made the payment within the period stated in Article 6.2. Arrows reserves the right to charge interest at the applicable statutory rate on amounts that are overdue.

7. Discounts

- 7.1 If the Client meets the conditions stated in Article 7.2 and the Candidate's Assignment is terminated by the Client or by the Candidate within the period of time stated below, the Client will be entitled to a discount on the introductory fee in the following manner:



Type of employment	Percentage of the fee on which a discount is given
Open-ended contract	80% in the first two months
Fixed-term contract (7 or 12 months)	80% in the first month

7.2 The Client must meet the following conditions in order to qualify for a discount:

- a) the Client must inform Arrows that the Assignment to the Candidate has been terminated within 7 days from termination of the Assignment or within 7 days from the date of notification that the Assignment will be terminated, whichever occurs first; or
- b) the invoices of Arrows for the fee must have been paid within the payment period in accordance with Article 6.2; or
- c) the Assignment to the Candidate has not been terminated on account of redundancy or a reorganisation or a strategy change of the Client; or
- d) the Candidate has not terminated the Assignment because they were reasonably of the opinion that the nature of the actual work differed considerably from the information provided by the Client prior to the acceptance of the Assignment; or
- e) the Candidate has not terminated the Assignment as a result of discrimination or other acts or omissions in respect of the Candidate, including acts and/or omissions that form a reason for summary resignation at the Candidate's initiative pursuant to Section 7:679 of the Dutch Civil Code; or
- f) the Candidate was not, at any time during 12 months prior to the start of the Assignment, employed or hired (on the basis of a fixed-term contract or an open-ended contract) by the Client.

7.3 If the Client gives the Candidate a new Assignment, on the basis of employment or indirectly, the Client must immediately refund to Arrows any discount given to the Client under Article 7.1 in connection with that Candidate.

7.4 The discount will be given to the client by way of issue of a credit note for the relevant amount.

8. Liability and indemnification

8.1 Arrows will not be liable for a failure to fulfil its obligations under these Terms if such a failure is the result of a cause that is reasonably beyond its power/control.

8.2 Arrows 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 any connection with searches performed by Arrows for a Candidate for the Client or the Introduction of or Assignment to a Candidate by the Client or failure on the part of Arrows to introduce a Candidate or the disclosure by the Client to a Third Party of details concerning a Candidate.

8.3 The Client will indemnify Arrows and keep it indemnified with respect to loss caused by fines imposed by the Inspectie SZW, the Dutch Data Protection Authority or another government agency, receivables from and other claims against Arrows and

costs (including legal costs and missed interest on the stated sums) arising directly or indirectly for Arrows as a result of or in connection with these Terms, including (without limitations) as a result of:

- a) a violation of these Terms 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-authorised disclosure of details concerning a Candidate by the Client or a Third Party or one of its employees or agents.

8.4 Save as cannot be excluded by law, the sole aggregate liability of Arrows towards the Client arising in connection with these Terms will be limited to €12,500.

9. Termination

9.1 Each of the parties may give notice to terminate the Terms, without becoming liable for compensation towards the other party, with due observance of a notice period of at least 4 (four) weeks by means of a letter addressed to the other party.

9.2 Each of the parties may give notice to terminate these Terms with immediate effect, without becoming liable for compensation towards the other party, by means of a letter addressed to the other party if Arrows or the Client 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 these Terms is in danger of being obstructed.

9.3 If the Client violates one or more obligations under these Terms, Arrows may give notice to terminate these Terms with immediate effect, without becoming liable for compensation towards the Client, by means of a letter addressed to the Client. The same applies if Arrows has reasonable grounds for assuming that the Client will not pay Arrows' invoice within the payment period agreed in Article 6.2.

10. Equal opportunities

10.1 Arrows is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation with regard to the selection and treatment of Candidates.

11. Confidentiality

11.1 All information included in these Terms 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.

11.2 The Client may not without Arrows' prior written consent provide information about a Candidate to any Third Party with the objective of employment or otherwise.

11.3 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 Arrows to violate the GDPR or the GDPR (Implementation) Act in connection with these Terms, and will provide all information in good time as may be requested by Arrows in order to assist Arrows in responding to a request for access to details concerning any person (as



defined in the GDPR or the GDPR (Implementation Act).

12. General

- 12.1 Any refusal by Arrows to enforce at any time one or more of these Terms will not be deemed to constitute a waiver in respect of such rights or of the right to enforce these Terms at a later date.
- 12.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meaning of the articles to which they refer.
- 12.3 No provision of these Terms may be enforced by any person who is not a party.
- 12.4 If any provision, article or paragraph of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any legal body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.
- 12.5 A reference to any law, regulation or bylaw will also include any adjustments, adoptions or amendments that may be made from time to time.

13. Notices

- 13.1 Notices under these Terms (including the provision of information or invoices) must be handed over or sent by fax, e-mail or registered letter to the recipient at its fax number or address stated in these Terms (or as otherwise stated from time to time to the sender by the recipient for the purposes of these Terms).
- 13.2 Notices will be deemed to have been given and served:

- a) if they are handed over: at the time of handing over if this takes place before 5.00 p.m. on a working day and in any other event at 10.00 a.m. on the first working day after the day of handing over; or
- b) if they are sent by fax or by e-mail: at the time of transmission if sent on a working day before 5.00 p.m. and in any other event at 10.00 a.m. on the first working day immediately after the day of transmission, unless the transmission report indicates an incorrect or incomplete transmission or if, on the relevant working day, the recipient informs the sender that the fax or e-mail was received in incomplete or illegible form; or
- c) if sent by registered post: 48 hours from the time of dispatch.

14. Alterations

- 14.1 Alterations or changes to these Terms will be invalid, unless the Client and Arrows have given their written consent.

15. Applicable law

- 15.1 These Terms must be interpreted in accordance with Dutch law, and the parties subject to the exclusive jurisdiction of the Dutch court.

Client's signature

Print name:

Date:

For and on behalf of

Arrows' signature

Print name

Date:

For and on behalf of Arrows Group BV

Initials: