



## GENERAL TERMS AND CONDITIONS

### 1 INTRODUCTION

This document contains the general terms and conditions of Boolean Recruitment.

That is the official name of the company also trading under the name "Boolean Recruitment".

Boolean Recruitment is mainly concerned with sourcing, recruiting, selecting, introducing and mediating of persons (hereinafter referred to as "Candidates") to companies and other institutions in whatever (legal) form (hereinafter referred to as: "Client"), of which the purpose is to have the Candidate directly or indirectly through a (temporary) employment contract, management agreement, interim recruitment/management, self-employed/secondment basis, data-permanent contract or through which other contractual / legal arrangement therefore, becomes employed/permits work for the Client.

These general terms and conditions contain various parts. First you will find a general part that applies to all activities of Boolean Recruitment. Subsequently you will find general terms applying specifically to certain activities of Boolean Recruitment. This second part is to be read in addition or (where applicable) deviation of the general part of the general terms and conditions.

### 2 GENERAL

This part of the general terms and conditions applies to all activities, agreements, assignments and services rendered by the private company Boolean Recruitment registered with the Chamber of Commerce in 's-Hertogenbosch with number 72138505 and known to the Tax Authorities under the number NL859001726B01.

#### 2.1 DEFINITIONS

2.1.1 In these general terms and conditions the following definitions apply:

1) Gross Annual Income

In case of an employment agreement: The annual salary agreed between the Candidate and the Client (always calculated on the basis of 40 working hours per week, even if the Candidate is employed for less) including holiday allowance, car allowance, fixed bonuses, profit schemes, fixed representation reimbursements and other benefits which have been guaranteed or may reasonably be expected.

2) Interim Recruiter/Manager:

Any individual or entity having a service agreement (in Dutch: overeenkomst van opdracht) with Boolean Recruitment with a view to temporarily perform work or have such work performed within the organisation of the Client or a third party.

3) Candidate:

Any individual presented by Boolean Recruitment to work either as Interim Recruiter/Manager (or on behalf of Interim Recruiter/Manager) and/or employee.

4) Assignment:

The agreement between Boolean Recruitment and the Client pursuant to which Boolean Recruitment performs any of the two below activities for the Client:

- a) search a Candidate to enter into an employment agreement with the Client or to engage in another legal relationship with the Client and/or
- b) have an Interim Recruiter/Manager perform work with the Client.



- 5) Client  
Any individual or legal entity entering into a professional services agreement with Boolean Recruitment.
- 6) Boolean Recruitment:  
The private company Boolean Recruitment with statutory seat in Vught, Netherlands
- 7) Employment Agreement:  
Candidate goes directly or indirectly via a (temporary) employment contract, management agreement, interim recruitment / management, self-employed / secondment basis, data-fixed agreement from which other contractual / legal construction, perform work for the Client.

## **2.2 GENERAL TERMS APPLYING**

- 2.2.1 These general terms apply to all offers made by Boolean Recruitment or instructions to Boolean Recruitment and agreements with Boolean Recruitment or extensions thereof, regardless of the specific nature of activities.
- 2.2.2 Purchasing conditions or other conditions from the Client are excluded. Any clause by the Client that deviates from the terms and conditions of Boolean Recruitment are only applicable if and to the extent that they have been explicitly accepted by Boolean Recruitment in writing.
- 2.2.3 Boolean Recruitment reserves the right to change these terms and conditions. Changes will only apply once Boolean Recruitment has notified the client thereof.

## **2.3 AGREEMENT/EXECUTION**

- 2.3.1 Any proposal made by Boolean Recruitment is non-binding, unless its binding nature is explicitly indicated in a specific proposal that is made in writing including a term for its acceptance.
- 2.3.2 Prices referred to in proposals are excluding VAT and other taxes or levies as well as excluding costs to be incurred in connection with the Assignment (including transportation and administration costs) unless specifically indicated to the contrary.
- 2.3.3 Verbal commitments made by Boolean Recruitment are non-binding unless they have been confirmed in writing.
- 2.3.4 Assignments, agreements and alterations thereto only become effective if accepted by Boolean Recruitment in writing or if Boolean Recruitment starts with execution thereof.
- 2.3.5 The Client will provide in time all information that Boolean Recruitment indicates to be necessary or which the Client should reasonably understand to be necessary for the proper performance of the Assignment, failing which Boolean Recruitment may suspend its performance under the Assignment.

## **2.4 PAYMENTS TO BOOLEAN RECRUITMENT**

- 2.4.1 Payments should be made to Boolean Recruitment within 30 calendar days as of the date of invoice by transfer of the relevant amount to the bank accounts of Boolean Recruitment indicated in the invoice.
- 2.4.2 All amounts referred to in these general terms or other documentation of the Assignment are excluding taxes (such as VAT).
- 2.4.3 Payment is to be made without deductions or set off and payments may not be suspended.
- 2.4.4 The Client will automatically be in default (in Dutch: verzuim) in case of late payment. No notification (in Dutch: ingebrekestelling) or other information is required for such default. In case of default, interests of 1,5% per calendar month are due (clause 6:Dutch119a of the Dutch Civil Code), whereby any part of a month is to be considered as a full month.
- 2.4.5 Any costs incurred by Boolean Recruitment in collecting its claim on the Client are to be reimbursed by the Client on the basis of actual amounts incurred, including the actual costs of legal assistance or assistance by any other third party (and disregarding any court orders for fixed reimbursements of legal fees). The indication by Boolean Recruitment of these costs will be leading unless the Client has specifically proved the contrary. Any such costs of collection will always amount to a minimum of 15% of the invoiced amount, with a minimum of € 500,-.
- 2.4.6 Any complaints as referred to in clause 6:89 of the Dutch Civil Code should be received by Boolean Recruitment in writing ultimately within one week as of the date of invoice, failing which the Client no longer has a right to issue such complaint. Payment of the invoice is still due disregarding whether a claim has been filed are not.
- 2.4.7 Any obligation by Boolean Recruitment is automatically suspended on any breach by the Client in the performance of any of its obligations (even if the Client has filed complaints as referred to above) until the Client has performed such obligation and Boolean Recruitment may require full payment by the Client.
- 2.4.8 The Client should at all times upon first request by Boolean Recruitment provide adequate security for all claims that Boolean Recruitment has or will have in relation to the Assignment.
- 2.4.9 Any required Purchase Order or other invoice reference should be presented to Boolean Recruitment ultimately within 14 days after entering into the Assignment.
- 2.4.10 In case the Assignment has been issued by more than one Client which all belong to the same group of companies, then all such Clients are jointly and severally liable for the Client's obligations, even if the invoice has been issued to one or more specific Clients.

## **2.5 CONFIDENTIALITY**

- 2.5.1 If the Client so requests, Boolean Recruitment will obligate the Candidate and/or Interim Recruiter/Manager to observe complete confidentiality on confidential information from the Client. However, Boolean Recruitment is not liable for any damages of the Client resulting from a breach of confidentiality by the Candidate and/or Interim Recruiter/Manager.
- 2.5.2 The Client will keep all details of the Assignment strictly confidential and will not disclose anything to third parties.



## 2.6 LIABILITY

- 2.6.1 Before entering into an employment contract with the Candidate, the Client is required to form an independent opinion about the suitability of the Candidate. Boolean Recruitment will take every care before and during the selection, but this does not release the Client from his obligation to investigate. Boolean Recruitment therefore does not accept any liability if the Candidate does not meet expectations in whatever way, or if the Client has entered into an employment contract with the Candidate based on incorrect or incomplete information. The Client will itself verify diploma's and references. Any legal (including applying for and obtaining a work or residence permit) and medical requirements with regard to the Candidates are the responsibility of the Client.
- 2.6.2 Boolean Recruitment is not liable for any damages and/or losses of the Client or any third party caused by the Candidate and/or Interim Recruiter/Manager not meeting any demands set by the Client (whatever the nature of such demands), as a result of negligence or wrongdoing of a Candidate during the selection procedure or after entering into an employment agreement with the relevant Candidate.
- 2.6.3 The liability of Boolean Recruitment is at all times limited to the amount that will be paid under its professional liability insurance (with a maximum of € 2,500,000.- per year) and its liability will never exceed the amount that was paid by the Client in the relevant year.
- 2.6.4 Boolean Recruitment will never be liable for indirect damages and/or consequential losses including but not limited to lost profits and/or losses incurred by the Client and/or third parties.
- 2.6.5 Any liability by Boolean Recruitment will lapse at the earliest of the following two dates:
  - a) 3 months after the Client becoming aware or should have become aware of the facts creating liability, or
  - b) 12 months after the termination of the Assignment.
- 2.6.6 The Client indemnifies Boolean Recruitment for third party intellectual property right claims on material or information that has been provided by the Client for use in the Assignment.
- 2.6.7 The Client warrants that any information carriers, electronic files and software and the like that the Client has provided to Boolean Recruitment are free of viruses and defects.

## **2.7 CIRCUMVENTING BOOLEAN RECRUITMENT**

- 2.7.1 Without the express written permission by Boolean Recruitment, the Client and its group companies may not directly or indirectly enter into any employment relationship, co-operation agreement or contractual relation of whatever nature with the Candidate for a period of 12 months after a Candidate has been presented by Boolean Recruitment (which includes forwarding information on such Candidate). This provision also applies if the Candidate was presented during that period to the Client or any of its group companies by a third party (including for example by professional services firms with similar activities as Boolean Recruitment) or if the Candidate has itself approached the Client or its group company.
- 2.7.2 The Client guarantees as jointly and severally liable co-debtor the proper performance of the prohibition referred to above by its group companies.
- 2.7.3 The Client may not pass on in any way to any third party any information on the Candidate(s) that was provided by Boolean Recruitment nor may the Client present such Candidate(s) to third parties.
- 2.7.4 Any breach of this clause 2.7 results in the Client immediately (without further notification) forfeiting to Boolean Recruitment a penalty in the amount of €20,000 (in words: twenty thousand Euro).

## **2.8 PENALTY AND PERFORMANCE RIGHTS/DAMAGES**

- 2.8.1 Any penalty due by the Client on the basis of any provision of these general terms, does in no way limited Boolean Recruitment's rights to also claim for damages or for performance of the relevant obligation.

## **2.9 TRANSFER OF RIGHTS AND OBLIGATIONS**

- 2.9.1 The Client may only transfer some or all rights and/or obligations under the Assignment to any third party (including its group companies) if Boolean Recruitment has explicitly allowed so in advance in writing

## **2.10 APPLICABLE LAW AND FORUM**

- 2.10.1 All legal relationships to which these general terms and conditions apply are governed by Dutch law, regardless of whether the Client and / or Candidate is established or resides abroad.
- 2.10.2 Any disputes resulting from or in connection with a legal relationship to which these general terms and conditions apply, will be exclusively settled in first instance by the district court of 's-Hertogenbosch, The Netherlands, unless legal provisions dictate otherwise.

## **2.11 ETHICAL CODE OF CONDUCT**

- 2.11.1 Boolean Recruitment will be discreet about any company information or personal information from and on the Client and/or the Candidate. Boolean Recruitment will only provide personal information after approval by the Candidate.



**2.11.2** The Client will:

- a) honour any and all applicable legislation, rules and codes of conduct with regard to (the prevention of) bribery and corruption and it will ensure that its employees will honour such obligations as well; and
- b) prevent that it or any of its employees will offer, promise, give or agree to giving to any third person, nor accept or agree to accept from any person on their own behalf or on behalf of anybody else, any gift, payment, consideration, financial or non-financial profit or gain of whatever nature, directly or indirectly in connection with the Assignment or any other existing or future agreement with Boolean Recruitment, to the extent that it would be considered illegal or corrupt pursuant to any applicable laws, and
- c) request, question, demands or offer for bribery which is related to the execution of the Assignment (the "Anti-Corruption Obligation").

**2.12 NON-SOLICITATION**

- 2.12.1** During the term of the Assignment and during a subsequent period of 12 months, the Client will not engage in an employment agreement or any other contractual relationship with any person that was an employee or representative of Boolean Recruitment at the time of the Assignment, unless it has received prior written approval from Boolean Recruitment.
- 2.12.2** The Client immediately forfeits a penalty of €25,000 (twenty five thousand Euro) to Boolean Recruitment for any breach of this clause 2.12, without any further notification being required.

**3 RECRUITMENT**

This part of the general terms and conditions is applicable to the activities of Boolean Recruitment relating to recruitment in addition to the previous general part of the general terms and conditions

**3.1 ASSIGNMENT**

- 3.1.1** Boolean Recruitment will as much as reasonably possible document the relevant position with the Client through a job specification, containing for example the nature of the job, the qualifications of the preferred Candidate (including degrees and capabilities) as well as the criteria on the basis of which the Candidate will be selected.
- 3.1.2** Boolean Recruitment will strive to present one or more Candidates. Any time indication for completion of the Assignment is just an indication and therefore non-binding. Boolean Recruitment is not obliged to present a Candidate and Boolean Recruitment is not liable for any damages or costs incurred by the Client if it does not present a Candidate at all or if it is late in doing so.
- 3.1.3** Boolean Recruitment is not responsible nor liable for the information presented by the Client. Boolean Recruitment assumes this information is true and complete. Boolean Recruitment also assumes that the information received from the Candidate is true and complete. Boolean Recruitment does not warrant so.
- 3.1.4** Boolean Recruitment is entitled to use free of charge the trade name, logo's and/or or trademark from the Client for its recruitment activities.



- 3.1.5 Boolean Recruitment presents, without any obligations for the Client, Candidates to the Client (organizations), without having to state their name and address data. By approving the presenting of a Candidate, the Client declares and acknowledges that acquaintance with the relevant candidate and any subsequent Candidates takes place with due observance of all conditions and conditions as described in these general terms and conditions. Upon receipt of the approval at Boolean Recruitment, there is an agreement between the Client and Boolean Recruitment.
- 3.1.6 If an Employment Relationship has been established with an introduced Candidate, the Client will immediately inform the Boolean Recruitment of this in writing as well as the content of that Employment Relationship. At the request of the Contractor, the Client will send documents proving that Employment Relationship. The Client must ensure that he has informed the Boolean Recruitment within two weeks of the start of the Employment Relationship between the Client and the Candidate.
- 3.1.7 If, within twelve months after the Boolean Recruitment has introduced a Candidate to the Client, an Employment Relationship is established in any way between the Client and that introduced Candidate, regardless of whether there is a probationary period or a temporary or flexible employment relationship, the Boolean Recruitment is entitled to compensation equal to the fee stated in these general terms and conditions.

### **3.2 FEE, COSTS AND PAYMENT**

- 3.2.1 The fee due by the Client to Boolean Recruitment for the recruitment activities is based on a percentage of the first Gross Annual Income of the Candidate with the Client, despite the fact that the Candidate realistically works for less than a year or part-time.
- 3.2.2 The Client must pay to Boolean Recruitment the Fee at the time it enters into any agreement with the Candidate, regardless whether it enters itself into such an agreement or through a third party.
- 3.2.3 In the event that several Candidates from a pre-selection start working for a Client, the Client is obliged to pay the full fee per accepted Candidate.
- 3.2.4 Any expenses from Boolean Recruitment in execution of the Assignment (such as travel or accommodation expenses incurred and reimbursed to the Candidate or costs of advertisement) will be charged separately.

### **3.3 CANCELLATION OR AMENDMENT**

- 3.3.1 Should the Client cancel or amend the essentials of the Assignment then the costs incurred up to that date (such as travel and accommodation expenses by the Candidate as well as costs of advertising) will always be charged to the Client. The Client is deemed to have amended the essentials of the Assignment if it has changed elements thereto which to the absolute discretion of Boolean Recruitment create a new assignment.



### **3.4 TERMINATION OF THE EMPLOYMENT AGREEMENT**

- 3.4.1 Boolean Recruitment will search for a new Candidate under the Assignment without any additional fee or costs (with the exception of costs of advertising which will be submitted to the Client in advance) if the employment agreement between the Candidate and the Client is terminated and within one month after its start and provided that:
- a) The Client has informed Boolean Recruitment in writing of the termination within seven calendar days after the date of termination, and;
  - b) The termination does not result from an amendment or non-performance of the employment agreement by the Client, and;
  - c) The essential elements of the job have not been changed, and;
  - d) The termination is not the result of any redundancy, reorganisation, merger or takeover, and;
  - e) The Client has paid all invoiced amounts to Boolean Recruitment within the agreed 30 calendar days after the invoice date, and;
  - f) The terms and conditions as included in these general terms have been observed by the Client.

## **4 INTERIM RECRUITMENT/MANAGEMENT**

This part of these general terms applies to the Boolean Recruitment activities for Interim Recruitment/Management, in addition to the general part of these terms and conditions that was described above.

### **4.1 INTERIM RECRUITER/MANAGER**

- 4.1.1 The Client has a project that is further described in the Assignment. The Client would like to engage specialists that can manage and perform such a project by themselves for the Client. To that extent Boolean Recruitment will provide an Interim Recruiter/Manager.
- 4.1.2 The Interim Recruiter/Manager will fully independently perform the agreed activities in its own discretion and without supervision or management/guidance by Boolean Recruitment and/or the Client. The Client may however provide directions and instructions on the result of the Assignment.
- 4.1.3 The Interim Recruiter/Manager will solely perform its activities with the Client in the Netherlands, and the Interim Recruiter/Manager will itself schedule its work. To the extent necessary for the proper execution of the Assignment, the Interim Recruiter/Manager will consult with Boolean Recruitment and/or the Client in case of co-operation with others, so as to ensure optimal performance.
- 4.1.4 The Interim Recruiter/Manager will observe the Clients regular working hours, to the extent necessary for the due performance of the activities.
- 4.1.5 The Client will inform Boolean Recruitment prior to the start of the (relevant part of the) Assignment on any required Client equipment including costs incurred therewith.
- 4.1.6 The Client indemnifies Boolean Recruitment against any claims made by third parties in connection with the Assignment or any of the activities performed by the Interim Recruiter/Manager.
- 4.1.7 The Client agrees to the Interim Recruiter/Manager also working for others during the term of the Assignment.

## 4.2 TAKING OVER CANDIDATES

- 4.2.1 The Client may not directly or indirectly (e.g. through the intermediary services of a third party) enter into an employment agreement or any other contractual relation (such as but not limited to a professional services agreement or an agreement to perform work) with the Interim Recruiter/Manager during the term of the Assignment and for a period of 18 months thereafter, unless Boolean Recruitment has explicitly agreed so in writing.
- 4.2.2 This prohibition also applies to the group companies of the Client for which the Client is jointly and severally liable.
- 4.2.3 If Boolean Recruitment allows the Client to enter into an employment agreement with the Interim Recruiter/Manager, then the Client must pay a consideration to Boolean Recruitment of an amount that is based on a percentage of the Gross Annual Income, which percentage decreases (see below) with the passing of time after the start of the Assignment:

Breach in the period as of the start of the Assignment	Gross Annual Income
0 up to and including 3 months	25%
4 up to and including 6 months	20%
7 up to and including 12 months	15%
13 up to and including 18 months	10%
18 months and further	0% (no fee)

- 4.2.4 In case of a breach of this clause after termination of the Assignment, the Client forfeits a penalty to Boolean Recruitment equal to 25% of the Gross Annual Income.
- 4.2.5 If the Client does not enter into an employment agreement with the Interim Recruiter/Manager, but instead enters into a management agreement, services agreement or other contractual relationship, then the Gross Annual Income is equal to the fee Boolean Recruitment would have been allowed on the basis of 173,33 hours per month multiplied with twelve months and the result thereof multiplied with the suggested hourly rate, with a minimum of € 150,000.-
- 4.2.6 The Client should inform Boolean Recruitment within 10 business days of any breach of this clause, together with the applicable first Gross Annual Income.
- 4.2.7 Boolean Recruitment will set the relevant Gross Annual Income on the basis of the information it has on the position as well as the labour market, if the Client fails to provide such information in time or provides such information incorrectly.



#### **4.3 TERM AND TERMINATION**

- 4.3.1 An Assignment may be entered into for a definite or indefinite period of time. The Assignment entered into for a limited period of time (including assignments entered into for a specific future event) is terminated by mere operation of law by the lapse of such period (or the occurrence of the event). The Assignment entered into for a limited period of time cannot be terminated prematurely unless termination is based on any of the grounds listed in this clause below.
- 4.3.2 An Assignment entered into for an indefinite period of time may only be terminated against the end of the month by a registered letter taking into account a three month notice period.
- 4.3.3 Any Assignment entered into for a limited period of time (including Assignments entered into for a specific future event) which is tacitly prolonged after expiry of the relevant term (or event), is deemed extended with at least one month under the same terms and conditions unless the Assignment indicates another specific extension term.
- 4.3.4 Each party may immediately terminate the assignment without any further written notification in any of the following situations:
- a) Either Boolean Recruitment, the Client or the Interim Recruiter/Manager is declared bankrupt;
  - b) Either Boolean Recruitment, the Client or the Interim Recruiter/Manager is granted a (temporary) moratorium of debts
  - c) Either Boolean Recruitment, the Client or the Interim Recruiter/Manager is dissolved;
  - d) The Interim Recruiter/Manager is placed under the guardianship of a trustee or is (conditionally or unconditionally) sentenced to imprisonment by a court ruling
  - e) Any movable or immovable assets of the Client are being seized (either as security or by means of execution of a legal verdict)
  - f) The Client defaults in any obligation under the Assignment.
- 4.3.5 Boolean Recruitment is not liable for any damages if the Client terminates the Assignment.

#### **4.4 FEE AND PAYMENT**

- 4.4.1 Boolean Recruitment is entitled to a fee from the Client for its services. The amount of the fee is indicated in the Assignment. Unless explicitly agreed otherwise, the fee is calculated on the basis of the rate per hour work carried out by the Interim Recruiter/Manager.
- 4.4.2 Any travel or other expenses of the Interim Recruiter/Manager are excluded from the fee and are to be paid separately. Such travel or other expenses incurred by or presented by a (Candidate) Interim Recruiter/Manager for an interview with the Client or work carried out for the Client will be reimbursed to Boolean Recruitment by the Client and Boolean Recruitment will reimburse the (Candidate) Interim Recruiter/Manager.
- 4.4.3 Boolean Recruitment will ensure that the Interim Recruiter/Manager will register time spent on the activities for the Assignment on a time sheet. Boolean Recruitment shall use that sheet as the basis for calculation of the fee for the work performed. If the timesheet received by Boolean Recruitment does not match the Client's timesheet, then the sheet used by Boolean Recruitment will prevail.