

1. Definitions

The following definitions shall apply in the context of the present General Terms and Conditions Governing Recruitment:

- (a) **"PP"**: Page Interim B.V. established in Amsterdam, the Netherlands, trading under the name Page Personnel.
- (b) **"Candidate"**: Any natural person being introduced by PP to the Client with the aim of such person concluding an (employment) contract with the Client.
- (c) **"Client"**: Anyone on whose behalf PP engages in the recruitment and selection of Candidate.
- (d) **"Engagement"**: The agreement between PP and the Client in the context of which PP *vis-à-vis* the Client engages in the recruitment and selection of a Candidate with the aim of the entering into an (employment) contract by the Candidate and the Client (or an affiliated party).
- (e) **"Gross Annual Income"**: The monthly gross salary agreed between Candidate and Client based on a fulltime employment (fulltime employment is equivalent to 40 hours per week) converted to a gross annual salary incl. holiday allowance, plus (profit-sharing) bonuses, fixed expense allowance and other emoluments as have been guaranteed or may reasonably be expected. A company car, having been made available by the Client, shall be equated to the amount of the fiscal addition for the employer on an annual basis.

2. Scope

- 2.1. The present General Terms and Conditions Governing Recruitment shall apply to, and shall be deemed to be included by reference in, any offers, price quotes and Engagements involving PP of the one part and the Client of the other part, as well as applying to and being deemed to be included by reference in any ensuing agreements and/or disputes.

- 2.2. The validity of departures from the present General Terms and Conditions Governing Recruitment shall be strictly conditional upon the executive management of PP having confirmed same in writing, any such departures to be exclusively confined to the matter at hand while not enabling any rights in respect of juristic relationships having been entered into at a subsequent stage being derived from same.

- 2.3. The applicability of any other general business terms in use with the Client or being referred to by the Client is hereby explicitly ruled out.

3. Quoted Prices and Conclusion of Engagements Subject to Contract

- 3.1. All price quotes and cost estimates submitted by PP shall be unconditionally subject to contract unless it has expressly been stipulated to the contrary in an individually addressed written price quote.
- 3.2. The conclusion of any Engagement between PP and the Client shall be strictly conditional upon PP having first confirmed the Engagement in writing or having embarked upon the Engagement's implementation.

4. Fees

- 4.1. The recruitment fee (fees are excluding VAT) shall be agreed upon in the Engagement. The fee shall be expressed as a percentage of the first Gross Annual Income that the Candidate will be paid by the Client. If no such fee has been agreed upon, a fixed fee of € 15.000 is applicable.
- 4.2. The fee mentioned in article 4.1 shall become due and payable and the Engagement shall be considered to have been finalised successfully as soon as the Candidate enters into an (employment) contract with the Client or an affiliated entity, or if the Candidate confirms to accept an offer from the Client or an affiliated entity.

5. Payment

- 5.1. The Client shall be under the obligation at all times to settle PP's invoices within no more than 14 days of the invoice date, except where it has been agreed to the contrary in writing.
- 5.2. The Client shall be in default, without notice of default being required to be served upon it, on expiry of the payment term referred to sub 5(1) above, and shall from such moment onwards be obliged to pay the commercial statutory interest (in Dutch: 'wettelijke handelsrente') on such amount as remains outstanding to PP.
- 5.3. Both the judicial and extrajudicial charges pertaining to PP's collection from the Client of tardy payments shall be for the Client's account, the compensation for extrajudicial charges having been fixed at a minimum of 15% of the outstanding Client sum.
- 5.4. Payments by the Client shall primarily be in settlement of the interest charge referred to sub 5(2) above and of the judicial and extrajudicial charges referred to sub 5(3) above, and shall subsequently be docked from such earliest outstanding payable as bears the earlier, or earliest, date.

6. Advertisements

PP may make its know-how and expertise in the area of advertising available to the Client, the associated charges to be borne by the latter. The Client may cancel any advertising instruction on condition that the advertisement in question should not yet have been accepted by the medium in question and PP should be able to effect cancellation without incurring any cancellation charge.

7. Sundry Obligations on the Client's Part

- 7.1. The Client shall not be entitled without PP's consent in any manner whatsoever to communicate to third parties' details concerning the Candidates or introduce Candidates to third parties. In the event of the Client introducing a Candidate having been introduced to it by PP, within 18 months of it having first been introduced to such Candidate, to any other person, business or institution resulting in an (employment) contract being concluded or other contractual relationship being forged with such 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 is associated, the Client will be obliged to pay a penalty of € 25.000 notwithstanding PP's right to claim compliance with the Engagement and/or full compensation of its damages.
- 7.2. In the event of the Client turning down a Candidate having been introduced to it by PP or in the event of the Candidate turning down a proposal by the Client to conclude an employment contract with it, with the Client subsequently belatedly concluding an employment contract or forcing any other contractual relationship with said Candidate, either in its own name or via and/or in collaboration with natural persons with whom or legal entities with which the Candidate is associated, within 18 months of PP having first introduced the Candidate to it, the Client will be obliged to pay a penalty of € 25.000 notwithstanding PP's right to claim compliance with the Engagement and/or full compensation of its damages.

- 7.3. In the event that the Client shall enter into an (employment) contract with an employee or representative of PP without PP's prior consent during the Engagement or within 12 months of the termination of the Engagement, the Client will be obliged to pay a penalty of € 25.000 to PP, notwithstanding PP's right to claim compliance with the Engagement and/or full compensation of its damages.

8. Premature Termination of Employment Contract

The Engagement is considered to have been finalised successfully as soon as the Candidate enters into an (employment) contract with the Client or an affiliated entity, or if the Candidate confirms to accept an offer from the Client or an affiliated entity. In the event of the Candidate's employment contract with the Client being terminated within one month of the Candidate having first entered in the Client's employ, the Engagement shall be deemed not to have been completed, with PP ensuring at no additional cost – except for supplementary advertising and assessment charges or costs– that the Engagement should belatedly be implemented, on condition that:

- (a) the Client notifies PP in writing of the Candidate having resigned within seven days of said resignation having been handed in;
- (b) resignation has not resulted from the Client's amendment or non-performance of the (employment) contract;
- (c) the key characteristics of the position have not changed;
- (d) termination of the employment contract has not resulted from wastage, restructuring, merger or acquisition;
- (e) the Client has settled all of PP's invoiced amounts;
- (f) the Client has complied with the stipulations as set out in the present General Terms and Conditions Governing Recruitment.

9. Liability

PP shall make every effort to ensure that a suitable Candidate is found, albeit that it shall refrain from vouching, in any manner whatsoever, for the suitability of the proposed Candidate. Responsibility for vetting the Candidate's references (including the running of a check on diploma's/certificates earned, etcetera) shall rest with the Client whereas it shall be up to the Client to ensure that the PP-introduced Candidate is indeed suitable prior to it concluding an employment contract with such Candidate. No liability whatsoever shall rest with PP in respect of any loss suffered by the Client in connection with the Engagement irrespective of whether such loss had been caused by the Candidate having subsequently turned out to be unsuitable or by other factors. The Client hereby indemnifies PP and holds it harmless for any third-party claims in connection with the Engagement.

10. Ethical Code of Conduct, Anti Bribery and Corruption Clause

- 10.1. PP shall observe discretion where it concerns corporate and personal details pertaining to the Client and the Candidate. The disclosure of personal details shall be subject to the Candidate's approval.
- 10.2. 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 engagement existing now or in the future with PP; and
- (b) promptly report to PP any request, demand or offer for any bribe in connection with the performance of this Engagement; (the "Anti-Corruption Obligation")

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

11. Sanctioning

- 11.1. 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.

- 11.2. 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 PP, PP shall be entitled to (i) suspend its services to the Client and to (ii) terminate (in Dutch: 'opzeggen') the Engagement with immediate effect. In the event of such termination all unpaid fees shall become payable immediately.

12. Privacy

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 ePrivacy Regulation and any laws implementing, supplementing or replacing the aforementioned regulations. Any personal data provided by the Company 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 Engagement in such a way as to cause the other party to breach any of its obligations under applicable data protection legislation.

13. Applicable Legal System • Competent Court

- 13.1. Both the present General Terms and Conditions Governing Recruitment and the Engagement to which these apply shall be governed by Netherlands law.
- 13.2. Any disputes arising out of, or being associated with, the Engagement to which the present General Terms and Conditions Governing Recruitment apply and any disputes on the actual topic of the present General Terms and Conditions Governing Recruitment shall be adjudicated by the Amsterdam District Court in so far as the latter Court has jurisdiction.