

## General Terms and Conditions of Van Hek & Lelieveld B.V.

### Article 1 Definitions

- 1.1 In these general terms and conditions, the terms below are defined as follows, unless explicitly stated otherwise.

Contractor: Van Hek & Lelieveld B.V., with its registered office and principal place of business at Röntgenlaan 1, 2719 DX ZOETERMEER.

Client: The party who agrees to have the services or products offered by the contractor performed or delivered.

Agreement: The service agreement, which is concluded by signing the offer or quotation and to which these general terms and conditions have been declared applicable.

Services: The work to be performed by the contractor on behalf of the client on the basis of the agreement.

### Article 2 General

- 2.1 These general terms and conditions apply to each offer, quotation and agreement between the contractor and a client to which the contractor has declared these terms and conditions applicable.
- 2.2 These terms and conditions moreover apply to all agreements with the contractor, in the performance of which third parties are involved.
- 2.3 Any deviations from these general terms and conditions are only valid if explicitly agreed in writing by the contractor and the client.
- 2.4 The applicability of any purchase or other (general) terms and conditions of the client is explicitly rejected.
- 2.5 If one or more of the provisions of these general terms and conditions are null and void or nullified, the remaining provisions of these general terms and conditions will continue to be fully effective. The contractor and the client shall in that case consult with each other in order to agree new provisions to replace the void or nullified provisions, while, if and to the extent possible, the purpose and purport of the original provision will be observed.

### **Article 3      Offers and quotations**

- 3.1 The offers and quotations of the contractor are without obligation. The contractor is only bound by the offers and quotations if the acceptance thereof is confirmed in writing by the client within 30 days, unless stated otherwise.
- 3.2 If acceptance differs (in any aspect) from the offer included in the offer or quotation, the contractor shall not be bound by it. The agreement will in that case not be concluded in accordance with such deviating acceptance, unless the contractor indicates otherwise.
- 3.3 A composite quotation does not oblige the contractor to perform part of the assignment at a corresponding part of the stated price. In the case of a composite price quotation, the contractor decides if he wishes to execute a part of the order for a corresponding part of the stated price.
- 3.4 Offers or quotations do not automatically apply to future assignments.

### **Article 4      Performance of the agreement**

- 4.1 The contractor shall execute the agreement to the best of his knowledge and ability and in accordance with the requirements of professional workmanship, and at all times pursuant to a best-effort obligation.
- 4.2 If and where required for a proper execution of the agreement according to the contractor, the contractor is entitled to have certain work carried out by third parties.
- 4.3 The client shall ensure that all data stated as being required by the contractor or of which the client should reasonably understand that such data is necessary for the execution of the agreement, is provided to the contractor in good time. If the data required for the execution of the agreement has not been provided to the Contractor or not been provided on time, the Contractor shall be entitled to suspend the performance of the Agreement and/or charge the additional costs resulting from the delay to the Client in accordance with the rates normally used.
- 4.4 The contractor shall not be liable for damage of any kind whatsoever if the contractor has based himself on incorrect and/or incomplete information provided by the client.
- 4.5 If it has been agreed that the agreement will be executed in stages, the contractor may suspend the execution of those parts that belong to a following stage until the client has approved the results of the preceding stage in writing.

- 4.6 If the contractor himself or the third parties engaged by the contractor perform work under the terms of the assignment at the client's location or a location designated by the client, the client shall provide the facilities reasonably desired by those employees free of charge, with due observance of the statutory occupational health and safety (ARBO) standards. The client is obliged to take out adequate insurance for the benefit of said employees.
- 4.7 More specifically with regard to the client's HR activities in recruitment and selection, the following provisions apply:
  1. If, after buying a fixed-price vacancy package, the client rejects a candidate presented by the contractor, the client will not be allowed to hire the relevant candidate nominated by the contractor for at least one year after the end of the assignment, nor in any other way directly or indirectly for business purposes, unless the contractor gives his permission in writing; the contractor may subject his permission to the payment of a compensation that is in his opinion reasonable. In the event of breach of this Article, the client will owe the contractor a penalty in the amount of € 15,000, which is not liable to mitigation, without prejudice to any other of the contractor's claims for compensation.
  2. After the client has signed the project proposal from the contractor, the client shall pay the agreed fee in full, even if the client decides to withdraw the vacancy at any time. The fee is invoiced on the basis of the contractor's invoicing schedule.
  3. The client commits to a correct handling of the candidates offered by the client, under which terms the client will observe the relevant obligations and guidelines as laid down in the "Job Application Code" of the Dutch Association for Personnel Management and Organisational Development (Nederlandse Vereniging voor Personeelsmanagement en Organisatieontwikkeling NVP).
  4. After the contractor has presented the curriculum vitae (cv) of one or more candidates to the client, the client undertakes to ensure a smooth follow-up of the application procedure, and the client will in particular contact the relevant candidates within 7 days after receipt of the cv's to make an appointment for an initial meeting, unless the parties agree otherwise in writing. The client moreover undertakes to complete the procedure within 3 weeks after receipt of the cv's from the contractor, meaning that a choice has been made for a candidate and a written agreement has been reached with this candidate, unless the parties agree otherwise in writing.
  5. Additional work resulting from any changes made to the vacancy profile by the client after signing the profile will be charged by the contractor to the client as custom work on an hourly basis.
  6. In the case that, after the client has signed the project proposal from the contractor, candidates should report directly to the client, they will be referred by the client to the contractor in order to go through the agreed application procedure.

7. If and where the client offers a salary that is in line with the prevailing market conditions and a proper pension scheme for a particular vacancy, the contractor guarantees two suitable candidates to the client in an extensive package.
8. The assignment ends for the basic package after the contractor has presented cv's to the client that are consistent with the agreed job profile.
9. The assignment ends for the extensive package after the contractor has presented at least two candidates to the client who meet the agreed job profile.
10. In the case of custom work, the assignment will end in consultation, unless the parties agree otherwise in writing.

#### **Article 5      Adjustments to the agreement**

- 5.1 If, during the execution of the agreement, it appears that adjustments or supplements to the work to be performed are required for a proper implementation of the agreement, the parties will adjust the agreement accordingly in good time and in mutual consultation.
- 5.2 Where the parties agree that the agreement will be adjusted or supplemented, this may have an impact on the time of completion of the performance. The contractor will notify the client as soon as possible if this is the case.
- 5.3 If the adjustment or supplement to the agreement will have financial and/or qualitative consequences, the contractor must notify the client accordingly.
- 5.4 If a fixed fee has been agreed, the contractor shall indicate to what extent the adjustment or supplement to the agreement will exceed this fee. If the fee is exceeded, the client will not reject the amount in excess of the fee on unreasonable grounds.

#### **Article 6      Term of contract; term of implementation**

- 6.1 The agreement between the contractor and a client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
- 6.2 If a certain period has been agreed within the term of the agreement for the completion of certain activities, this shall not be considered a deadline. In the event that the performance period is exceeded, the client must consequently grant the contractor a reasonable period of time in writing in order to complete the activities.

## Article 7 Fee

- 7.1 Paragraphs 2 and 5 up to and including 9 of this Article apply to offers, quotations and agreements in which a fixed fee is offered or agreed. If no fixed fee is agreed, paragraphs 3 up to and including 9 of this Article shall apply.
- 7.2 The parties may agree a fixed fee upon the conclusion of the agreement.
- 7.3 If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent on activities. The fee is calculated according to the contractor's usual hourly rates, which apply to the period in which the work is performed, unless a different hourly rate has been agreed.
- 7.4 The fee and any cost estimates are exclusive of VAT and other government levies, as well as any costs to be incurred under the terms of the agreement, including costs of shipping, copies and administration, travel expenses, tolls and parking fees, unless stated otherwise. The contractor will charge any additional costs in relation to the agreement together with a specification to the client on a monthly basis, unless otherwise agreed in writing.
- 7.5 If the contractor agrees a fixed fee or an hourly rate with the client, the contractor is nevertheless entitled to increase such fee or rate. If the contractor can demonstrate that, between the moment of the conclusion of the agreement and the moment of delivery of the services by the contractor, the rates or prices have changed considerably in respect of, for example, wages or other operating costs, the contractor is entitled to charge such price increases. In any case, the contractor determines any salary increases and associated price increases each year in January.
- 7.6 The contractor may moreover increase the fee if, during the performance of the work it appears that the originally agreed or expected amount of work was insufficiently assessed at the conclusion of the agreement and this is not attributable to the contractor, to such extent that the contractor cannot reasonably be expected to perform the agreed work at the originally agreed fee.
- 7.7 In cases other than those referred to in Article 7.6, the client is entitled to dissolve the agreement if the fee or rate is increased within three months after the conclusion of the agreement and the parties have not been able to come to a solution in joint consultation. After expiry of this period, the client is entitled to dissolve the agreement if the increase amounts to more than 10%. The client is not entitled to a dissolution if the entitlement to increase the fee or rate arises from the law or regulations or from the price indexation.
- 7.8 The contractor will inform the client in writing of his intention to increase the fee or rate. The contractor must state the amount of the increase and the date on which the increase will take effect.

- 7.9 If the client does not wish to accept the increase of the fee or the rate as notified by the contractor, the client shall, except for the situations described in the previous paragraphs, within seven working days after the notification referred to in the previous paragraphs, be entitled to cancel the agreement in writing if consultation between the contractor and the client has not resulted in a solution, with effect from the date stated in the contractor's notification on which the price or rate adjustment would take effect.

## **Article 8 Payment**

- 8.1 Payment must be made within 14 days after the invoice date, in a manner to be indicated by the contractor in the currency in which it is invoiced. Objections to the amount of the invoices do not suspend the payment obligation.
- 8.2 If the client fails to pay within the 14-day period, the client is in default by operation of law. In that case, the client will owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the due and payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount.
- 8.3 In case of preparations or applications for the client's liquidation, bankruptcy, attachment or suspension of payment, the contractor's claims on the client shall immediately be due and payable.
- 8.4 The contractor shall be entitled to have the payments made by the client, first apply to pay the costs, subsequently to pay the interest still owed, and finally to pay the principal sum and the accrued interest.
- 8.5 The contractor may decide at his discretion, without being in default, to refuse an offer for payment if the client designates a different order for the allocation of the payment. The contractor may refuse full redemption of the principal sum if the outstanding and accrued interest and the costs are not paid as well.

## **Article 9 Retention of title**

- 9.1 All items delivered by the contractor, including (electronic) files, case files, specifications, manuals, annual accounts, instructions, policy plans, advice, etc., shall continue to be the property of the contractor until the client has fulfilled all obligations arising from all agreements concluded with the contractor.

- 9.2 The client is not entitled to pledge the items that fall under the retention of title or to encumber them in any other way.
- 9.3 If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the client is obliged to inform the contractor of this as soon as can reasonably be expected.
- 9.4 The client undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection at first request.
- 9.5 In the event the contractor wishes to assert his property rights as referred to in this article, the client will give the contractor or third parties designated by the contractor unconditional and irrevocable permission to enter all those places where the property of the contractor is located and to take such items back.

## **Article 10 Collection charges**

- 10.1 If the client fails to fulfil his obligations or is in default with regard to the (timely) fulfilment of his obligations, all reasonable costs incurred in obtaining payment in and out of court will be charged to the client. The client shall in any case owe collection costs in the event of a financial claim. The collection costs are charged in accordance with the collection rate as advised by the Netherlands Bar Association in collection cases.
- 10.2 If the contractor has incurred higher costs, which were reasonably necessary, these will also be eligible for reimbursement.

## **Article 11 Inspection, complaints**

- 11.1 Complaints about the work performed must be reported by the client to the contractor in writing within 8 days after discovery of the shortcoming, however, no later than 14 days after completion of the relevant work. The notice of default must contain a detailed description of the shortcoming, to enable the contractor to respond adequately.
- 11.2 If a complaint is valid, the contractor will still perform the work as agreed, unless this has become demonstrably useless for the client, which the contractor must be notified of by the client in writing.
- 11.3 If the performance of the agreed work is no longer possible or useful, the contractor will only be liable within the confines of Article 15.

## Article 12 Termination

- 12.1 Both parties are entitled to terminate the agreement in writing at any time.
- 12.2 If the agreement is terminated prematurely by the client, the contractor is entitled to a compensation on account of the resulting loss of capacity utilisation. In addition, the client is in that case obliged to pay the invoices for work performed up to that moment. The preliminary results of the work performed up to that moment will therefore be provided to the client with reservation.
- 12.3 If the agreement is prematurely terminated by the contractor, the contractor will, at the applicable rates in consultation with the client, make sure that work that is still to be performed shall be transferred to third parties, unless the cancellation is caused by facts and circumstances attributable to the client.

## Article 13 Suspension and dissolution

- 13.1 The Contractor is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if:
  - The client does not or not fully fulfil the obligations from the agreement.
  - After the contract has been concluded, the contractor becomes aware of circumstances giving good reasons to fear that the client will not fulfil his obligations. If there is good reason to fear that the client will only partially or improperly fulfil his obligations, the suspension is only permitted to the extent it is justified by the shortcoming.
  - The client was asked to provide a security for the fulfilment of his obligations under the agreement at the time the contract was concluded and this security is not provided or does not suffice.
  - The client has gone bankrupt, i.e. an application for bankruptcy has been filed, suspension of payment has been requested, a request for application of a debt restructuring or a receivership order is submitted, discontinues his/her company.
- 13.2 The contractor is moreover entitled to dissolve the contract (or to have it dissolved) if circumstances arise which are such that fulfilment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances arise otherwise which are such that the continued maintenance of the agreement cannot reasonably be expected.
- 13.3 If the agreement is dissolved, the claims of the contractor against the client shall immediately be due and payable. If the contractor suspends fulfilment of the obligations, he retains his rights under the law and agreement.
- 13.4 The Contractor reserves the right to claim compensation at all times.

## **Article 14      Return of items provided**

- 14.1 If the contractor has provided items to the client for the performance of the agreement, the client is obliged to return these items within 14 days in their original condition, free of defects and in full. If the client fails to comply with this obligation, all resulting costs shall be for his account.
- 14.2 If, for any reason and after a reminder, the client still fails to fulfil the obligation mentioned under 1., the contractor shall be entitled to recover the resulting damage and costs, including the costs of replacement, from the client.

## **Article 15      Liability**

- 15.1 The contractor can in no way be held liable by the client for damage of any nature and suffered by whomsoever, arising from or in relation to services provided by the contractor, unless such damage can be attributed to intent or gross negligence on the part of the contractor.
- 15.2 The contractor can in no way be held liable by the client for damage of any nature and suffered by whomsoever, arising from or in relation to services provided by the contractor or by third parties engaged by the contractor.
- 15.3 The client indemnifies the contractor against any claims of third parties.
- 15.4 If it is legally established that the contractor is liable for any loss suffered by the client, the liability of the contractor shall at all times be limited to direct loss and the amount that will be paid on the basis of the contractor's professional liability insurance. If no payment follows on the basis of the professional liability insurance, the contractor is not obliged to make any payment to the client.

## **Article 16      Indemnification**

- 16.1 The client indemnifies the contractor against claims of third parties with regard to intellectual property rights on materials or data provided by the client, which are used in the performance of the agreement.
- 16.2 If the client provides the contractor with data carriers, electronic files or software etc., the client guarantees that this shall not infringe third-party ownership rights or copyrights, and that the data carriers, electronic files or software are free of viruses and defects.

## **Article 17 Transfer of risk**

The risk of loss of or damage to the items that are the object of the agreement shall transfer to the client from the moment they are legally and/or factually provided to the client and are therefore brought under the control of the client or of third parties designated by the client.

## **Article 18 Force majeure**

- 18.1 The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and for which they cannot be held liable under the law, by a legal act nor by generally accepted standards in transactions.
- 18.2 In addition to the relevant provisions of the law and case law, force majeure means in these general terms and conditions all external causes, foreseen or unforeseen, which are beyond the contractor's control, and which cause the contractor to be unable to fulfil his obligations. This includes work strikes in the contractor's company.
- 18.3 The contractor furthermore has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after the contractor should have fulfilled his obligations.
- 18.4 During the period that the force majeure continues, the parties may suspend their obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement without any obligation to compensate the other party for any loss.
- 18.5 Where the contractor has in the meantime partially fulfilled his obligations under the agreement or will be able to fulfil them, and independent value can be assigned to the part that has been fulfilled or is to be fulfilled, the contractor will be entitled to separately invoice the obligations already fulfilled or to be fulfilled. The client is obliged to pay this invoice as if it were a separate agreement.

## **Article 19 Confidentiality**

- 19.1 Both parties are obliged to observe confidentiality with regard to all confidential information they have obtained from each other or from another source under the terms of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 19.2 If, on the basis of a statutory provision or court order, the contractor is obliged to provide confidential information to third parties designated by law or by the competent court, the contractor shall not be obliged to pay damages or compensation and the client shall not be entitled to terminate the agreement on the basis of any resulting damage.

## **Article 20 Intellectual property**

- 20.1 Without prejudice to the other provisions of these general terms and conditions, the contractor retains the rights and powers accruing to the contractor pursuant to his intellectual property. The agreement between the contractor and the client does not include the transfer of intellectual property rights vested in the contractor. All intellectual property rights arising during, or ensuing from, the implementation of the agreement accrue to the contractor.
- 20.2 All documents provided by the contractor, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the client and may not be reproduced by him, made public or disclosed to third parties without prior written permission from the contractor, unless the nature of the documents provided dictates otherwise.
- 20.3 The contractor reserves the right to use the knowledge gained through the performance of the work for other purposes, to the extent no confidential information is disclosed to third parties.

## **Article 21 Non-solicitation clause**

During the term of the agreement as well as one year after termination of the agreement, the client will in no way whatsoever employ employees of the contractor or otherwise allow them to work for him, directly or indirectly. In the event of infringement of this Article, the client will repeatedly owe the contractor an immediately due and payable fine of € 25,000 for each infringement.

## **Article 22 Applicable legislation and regulations**

- 22.1 The client shall at all times fully cooperate with the obligations arising for the contractor from applicable laws and (occupational) regulations.
- 22.2 The contractor is aware of the fact that the contractor:
  - may, pursuant to applicable laws and regulations, be obliged to report certain transactions defined in such laws and regulations and that have become known during the performance of the agreement, to the authorities established for that purpose by the government;
  - will have to report fraud in certain situations pursuant to applicable laws and regulations;
  - may under applicable laws and regulations be obliged to conduct an investigation into the (identity of) the client/customer.

22.3 The contractor excludes all liability for damage caused to the client as a result of the contractor's compliance with the applicable laws and regulations.

### **Article 23      Applicable law**

23.1 Dutch law applies to each agreement concluded between the contractor and the client.

23.2 In the event a dispute arises, which is related to an agreement concluded between the contractor and the client, the parties shall endeavour to find a solution in joint consultation. If this proves impossible, the dispute in question will be submitted to the competent court in The Hague.

### **Article 24      Filing and amendments**

24.1 These terms and conditions were filed on 12 January 2012 at the offices of the Chamber of Commerce in The Hague under number 27292774.

24.2 The contractor is entitled to amend these general terms and conditions unilaterally. The contractor shall notify the client in writing of any amendment(s).