

Venquis B.V.

a limited liability company part of the Venquis Group with headquarters in London, United Kingdom and whose registered office is at is Joop Geesinkweg 901, (1114 AB) Amsterdam (“**Venquis**”)

STANDARD TERMS OF BUSINESS

SEARCH ASSIGNMENTS

1. Definitions

1.1 In these Terms -

“**Client**” means the person, firm, legal entity or corporate body to whom Venquis Introduces a Candidate;

“**Candidate**” means the person Introduced by Venquis to Client including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company/a self-employed person, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of Venquis’ own staff;

“**Data Controller**” means "controller" in accordance with the General Data Protection Regulation (EU) 2016/679;

“**Data Protection Legislation**” means all applicable laws and regulations, as amended or updated from time to time, relating to data protection, the processing of personal data and privacy, including without limitation the General Data Protection Regulation (EU) 2016/679, the Dutch General Data Protection Implementation Act and affiliated laws and regulations;

“**Engagement**” means the engagement, employment or use of the Candidate by Client or by any Third Party to whom or to which the Candidate was Introduced by Client (whether with or without Venquis’ knowledge or consent) on a permanent or temporary basis, whether employed under an employment agreement, engaged under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company or other legal entity of which the Candidate is an officer or employee or through a limited liability partnership or other legal entity of which the Candidate is a member or employee; or indirectly through another company and “**Engages**” and “**Engaged**” will be construed accordingly;

“**Introduction**” means -

- (a) the passing of a curriculum vitae or information about the Candidate; or
- (b) the interview of a Candidate in person or by telephone or by any other audio or visual means, and the time of the Introduction will be taken to be the earlier of (a) and (b) above;

and “**Introduced**” and “**Introduces**” will be construed accordingly;

“**Personal Data**” means as set out in, and will be interpreted in accordance with Data Protection Legislation;

“**Personal Data Breach**” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;

“**Process**” means as set out in, and will be interpreted in accordance with Data Protection Legislation

and “**Processed**” and “**Processing**” will be construed accordingly;

“**Remuneration**” includes base salary or fees, holiday allowance, guaranteed and/or anticipated bonus and commission earnings, allowances, the benefit of a company car, a 13th month, and all other payments or emoluments, cash payments payable to or receivable by the Candidate for work (or for services where applicable) to be rendered to or on behalf of Client.

“**Terms**” means these terms of business;

“**Third Party**” means any company or person who is not Client. For the avoidance of doubt, subsidiary and associated/affiliated companies of Client (which includes but is not limited to group companies and/or subsidiaries as defined in Sections 2:24a and 2:24 of the Dutch Civil Code) fall within this definition; and

“**Vacancy**” means a specific role/s, work or position that Client requests Venquis to submit person for consideration for such role/s work or position.

2. These Terms

- 2.1 These Terms constitute the entire agreement between Venquis and Client in relation to the subject matter hereof and are deemed to be accepted by Client and to apply by virtue of (a) an Introduction to Client of a Candidate; or (b) the Engagement by Client of a Candidate; or (c) the passing of information about the Candidate by Client to any Third Party; or Client’s interview or request to interview a Candidate; or (e) Client’s signature at the end of these Terms; or (f) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the subject matter hereof.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by Client save where expressly agreed otherwise by Venquis. Any general terms and conditions that the Client uses, are expressly rejected and do not apply.
- 2.4 Client authorises Venquis to act on its behalf in seeking a person to meet Client’s requirements and, if Client so requests, shall advertise for such a person through such methods as are agreed with Client.

3. Obligations of Venquis

- 3.1 Venquis shall use reasonable endeavours to introduce at least one suitable person to meet the requirements of Client for each Vacancy. Venquis cannot guarantee to find a suitable person for each Vacancy. Without prejudice to clause 3.2 below, Venquis shall use reasonable endeavours to ascertain that the information provided by Venquis to Client in respect of the Candidate is accurate.
- 3.2 Venquis accepts no responsibility/liability in respect of matters outside its knowledge and Client must satisfy itself as to the suitability of the Candidate.

4. Client Obligations

- 4.1 Exclusivity: During the retained period of this search assignment, the Client shall not engage any other person or firm to perform services that are the subject of this search assignment. During

such period, the Client shall not actively solicit candidates to fill any position covered by this search assignment and shall identify to Employment Agency for evaluation and possible contact, any prospective candidates that the Client becomes aware of that would appear to be appropriate for such position.

- 4.2 Client shall satisfy itself as to the suitability of the Candidate. Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, the Client being capable of performing the required work (and not being incapacitated for this work), for criminal records and/or background checks and for satisfying other requirements, qualifications or permission required by the law and regulations of the country in which the Candidate is engaged to work.
- 4.3 To enable Venquis to comply with its obligations under clause 3 Client undertakes to provide to Venquis details of the position which Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to Client and what steps Client has taken to prevent or control such risks.
- 4.4 Client agrees to provide details of the date Client requires the Candidate to commence work, the duration or likely duration of the work; the minimum rate of Remuneration, expenses and any other benefits that would be offered; the intervals of payment of Remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with Client. The Client will also inform Venquis of any trial/probation period (i.e. a trial period pursuant to Section 7:652 of the Dutch Civil Code) that applies/will apply to the Engagement between the Candidate and the Client.
- 4.5 Client agrees that it shall inform Venquis of any information it has that suggests it would be detrimental to the interests of either Client or the Candidate for the Candidate to work in the position which Client seeks to fill.
- 4.6 Client agrees to provide written notice to Venquis within 3 working days where it receives details of a Candidate from Venquis which it has already received from (a) another company/recruitment agency; or (b) a person; or (c) the Candidate; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such written notice is given by Client to Venquis then in the event of an Engagement of the Candidate by Client, howsoever arising, Client agrees to pay Venquis a fee in accordance with clause 5.2.
- 4.7 Where Client does so notify Venquis in accordance with clause 4.5 above and whereupon Client provides evidence to Venquis that such receipt of details by Client is in direct relation to the Vacancy and can demonstrate that this precedes the Introduction of the Candidate by Venquis, then Client will not be liable to pay Venquis a fee for that Candidate in respect of the Vacancy. Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the Vacancy, Client agrees to pay Venquis' fee in accordance with clause 5.2.
- 4.8 Client agrees to -
 - a) notify Venquis as soon as possible (and in any event, no later than 7 days from the date of offer or from the date the Engagement takes effect; whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
 - b) notify Venquis immediately when its offer of an Engagement to the Candidate has been

- accepted and to provide details of the Candidate's Remuneration to Venquis; and
- c) pay Venquis' fee within the period set out under clause 6.2.
- 4.9 Client shall not, and shall not seek to cause Venquis to, unlawfully discriminate in relation to the services provided by Venquis to Client in connection with these Terms and shall disclose any and all information requested by Venquis in the event a Candidate makes a complaint to Venquis.
- 4.10 Client warrants that it shall not, and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.9 may cause Venquis to breach the Data Protection Legislation and accordingly, Client agrees to indemnify Venquis from any and all liability in connection with Client's breach of this clause 4.9.

5. Charges/Fees

- 5.1 The fee will be calculated as 25% of the Candidate's Remuneration applicable during the first 12 months of the Engagement.
- 5.2 On a Retained Assignment, Fees will be payable as follows (unless otherwise agreed):
- (a) a Retained Fee of 50% of the overall fee is payable immediately upon commencement of the assignment and is non-refundable;
 - (b) a Completion Fee which incorporates the Total Fee based on the actual Gross Remuneration minus the Retainer Fee is payable on the day the Candidate enters into a binding contract of employment (which term includes employment or use whether under a contract of services or for services) with Client. If, after acceptance of an offer of engagement, but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of Employment Agency, not to proceed with the engagement, it shall still be liable to pay Employment Agency the Completion Fee.
 - (c) If a Retained Assignment is cancelled, completed by Client through any other means outside of this retainer agreement, including but not limited to: (Internal transfer, direct applicant, candidates submitted by alternative employment agencies) or deemed by Employment Agency to be inactive beyond a period of 8 weeks, then in addition to the Retainer Fee, the Client shall be liable to pay all of the outstanding completion fee based on the stated remuneration, plus all the agreed advertising costs and travel expenses.
- 5.3 Where Client discloses to a Third Party any details regarding a Candidate and that Third Party subsequently Engages the Candidate within 12 months from the date of the Introduction, Client agrees to pay Venquis' fee as set out in clause 5.1. There is no entitlement to any rebate or refund to Client or to the Third Party in relation to fees paid in accordance with this clause 5.1.
- 5.4 Client agrees to pay Venquis a fee calculated in accordance with clause 5.1 where it Engages, whether directly or indirectly, any Candidate within 12 months from the date of Venquis' Introduction.
- 5.5 Where the amount of the actual Remuneration is not known or disclosed, Venquis will charge a fee calculated in accordance with clause 5.1 on the maximum level of remuneration applicable –
- a) for the Vacancy; or
 - b) for the type of position the Candidate had been originally submitted by Venquis to Client for; or
 - c) for a comparable position in the general marketplace.
- 5.6 Where the Engagement is for a fixed term of less than 12 months, the fee in clause 5.1 will apply

pro-rata. Where the Engagement is extended beyond the initial fixed term or where Client re-Engages the Candidate within 12 months from the date of planned or actual termination (as applicable) of the first Engagement, Client shall pay a further fee based on the Remuneration applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement calculated in accordance with clause 5.1.

- 5.7 Where Client withdraws an offer of an Engagement made to the Candidate, Client agrees to pay Venquis a minimum fee of 5 % of the Remuneration for the services provided by Venquis prior to Client’s withdrawal. Client further agrees to indemnify and hold harmless Venquis from any all liability in connection with Client’s withdrawal of such an offer. If the Client subsequently Engages the Candidate despite the earlier offer being withdrawn, then the (full) fee is owed pursuant to clause 5.1.
- 5.8 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Venquis under or in connection with these Terms.

6. Invoices

- 6.1 Except in the circumstances set out in clause 5.3, 5.7 and 5.8 no fee is incurred by Client until the Candidate commences the Engagement; whereupon Venquis will render an invoice to Client for its fees.
- 6.2 Venquis shall raise invoices in respect of the charges payable and Client agrees to pay the amount due within 30 days of the date of the invoice.
- 6.3 All invoices will be deemed to be accepted in full by Client in accordance with the payment terms stated within clause 6.2 unless Client notifies Venquis, in writing within 14 days of receiving the invoice, stating the amount Client disputes and the reason Client disputes that amount. In the event Client does so notify Venquis that it wishes to dispute part of an invoice, Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Venquis in order to resolve the dispute as quickly as possible.
- 6.4 If any invoice amount is not paid on time and/or in full, the Client is legally in default. In that case, Venquis is entitled to increase the outstanding invoice amount with a contractual interest of 1.5% per month (where part of a month is counted as a whole month) starting from the due date of the outstanding invoice or a part of it. A prior reminder / notice of default is not required.
- 6.5 All judicial and extrajudicial (collection) costs incurred by Venquis as a result of the Client's failure to fulfill its payment obligations will be fully borne by the Client. The compensation for extrajudicial costs is fixed at 15% of the principal amount due, including VAT and contractual interest (with a minimum of € 500.00 per claim), unless Venquis has demonstrably incurred more costs. The fixed compensation will always be payable by the Client as soon as the Client is in default and will be charged by Venquis without requiring further proof.

7. Rebates

- 7.1 Where Client qualifies for a rebate in accordance with clause 7.2, and the employment of the Candidate is terminated by Client or by the Candidate within the time periods specified below, Client will be entitled to a rebate of the introduction fee as follows –

Duration of Employment	Percentage of Fee to be rebated
Less than 4 weeks	75%
4 to 8 weeks	50%

8 to 12 weeks	25%
12+ weeks	0%

7.2 The following conditions must be met in order for Client to qualify for a rebate –

- a) Client must notify Venquis in writing that the Candidate’s employment has ended within 7 days of the employment ending or within 7 days of notice being given to end the employment (whichever is earlier) together with a reason for the premature end of the employment;
- b) Venquis’ invoice for the fee must have been paid within the payment terms in accordance with clause 6.2;
- c) the Candidate’s employment is not terminated by reason of redundancy or re-organisation or change in strategy of Client;
- d) the Candidate’s employment is not terminated by reason of poor performance prior to the completion of any induction or training period;
- e) if the Candidate’s employment is terminated by reason of misconduct, rebate is only due where such misconduct was reasonably foreseeable by Venquis;
- f) the Candidate did not leave the employment because he/she reasonably believed that the nature of the actual work was substantially different from the information Client provided prior to the Candidate’s acceptance of the employment;
- g) the Candidate did not leave the employment as a result of discrimination or other acts against the Candidate; and
- h) the Candidate was not at any time in the 12 months prior to the start of the employment employed or hired (whether on a permanent or contract basis, directly or indirectly) by Client.
- i) Client will grant Venquis the exclusive right for a period of eight (8) weeks after the termination of the Engagement to find and Introduce a suitable replacement Candidate. If after a period of eight (8) weeks thereafter no replacement Candidate is found, then Client may qualify for the rebate.

7.3 Where Client re-engages the Candidate on an employment, worker or indirect (via a Third Party) basis, Client agrees that any rebate paid to Client under clause 7.1 in respect of that Candidate, will be immediately repaid to Venquis by Client.

8. Liability and Indemnity

- 8.1 Venquis shall use reasonable endeavours to ensure Candidate has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, Venquis is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Venquis or of Candidate to evidence such to Client nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Candidate.
- 8.2 Venquis is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of Venquis’ performance or failure to perform any of its obligations in these Terms.
- 8.3 Venquis shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 8.4 Client will indemnify and keep indemnified Venquis against any costs (including legal costs),

claims or liabilities incurred directly or indirectly by Venquis arising out of or in connection with these Terms including (without limitation) as a result of –

- a) any breach of these Terms by Client or by its employees or agents;
- b) any breach by Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, Data Protection Legislation); or
- c) any unauthorised disclosure of a Candidate details by Client or by Third Party, or any of its employees or agents.

8.5 Save as required by law, the sole aggregate liability of Venquis arising out of or in connection with these Terms is limited to € 10,000.00 per calendar year.

9. Termination

9.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Venquis or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Venquis has reasonable grounds to believe Client will not pay Venquis' invoice within the payment terms agreed within clause 6.2.

9.2 These Terms may be terminated (without having to state reasons) in the interim by either party taking into account a notice period of three (3) months.

9.3 Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4.9, 5, 6, 7.3, 0, 11, 12, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

10. Equal Opportunities

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

10.2 Venquis has a strict anti-discrimination policy and rejects any form of discrimination. By discrimination we mean: making direct and/or indirect distinctions between persons on the grounds of age, gender, marital status, sexual orientation, political or religious beliefs, race, ethnic origin or nationality. In particular, we understand discrimination to also include responding to requests during the application process to distinguish between people on the basis of certain criteria that are in no way necessary and/or relevant for the proper fulfillment of the position. Requests from the Client to take into account discriminatory criteria in the recruitment, selection and/or application procedure of the Candidate will not be processed.

10.3 Request that (could) lead to (indirect) discrimination as referred to in clause 10.2 will only be honored if there is an objective justification for the set criteria. There is objective justification for recruiting and selecting based on the criteria requested by the Client if this:

- a) serves a legitimate purpose. This means that there is a good (job-related) reason to test the relevant criteria during the application process;
- b) results in the achievement of the legitimate aim, the means is suitable for achieving the aim;
- c) is in reasonable proportion to the purpose, there is proportionality to the purpose;
- d) is necessary because there is no other, less discriminating way to achieve the goal.

If Venquis is of the opinion before or during the recruitment process that there is a discriminatory

request from the Client without objective justification, then Venquis will feedback this to the Client and will not introduce a Candidate in connection with the discriminatory request.

11. Confidentiality

- 11.1 All information contained within these Terms will remain confidential and Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 11.2 Client shall not without the prior written consent of Venquis provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.

12. Data Protection

- 12.1 For the purposes of this clause 12 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 12.2 The parties hereto acknowledge that Venquis is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 12.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 12.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Venquis or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 12.6 Client will -
 - a) comply with the instruction of the Venquis as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Venquis, Client will set out their legal basis for the request of such data and accept that Venquis may refuse
 - b) to share/transfer such Personal Data where, in the reasonable opinion of Venquis, it does not comply with its obligations in accordance with Data Protection Legislation;
 - c) not cause Venquis to breach any of their obligations under the Data Protection Legislation.
- 12.7 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Venquis and will provide Venquis with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Venquis reasonably requests relating to the Personal Data Breach.
- 12.8 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Venquis may request to -
 - a) investigate and defend any claim or regulatory investigation;
 - b) mitigate, remedy and/or rectify such breach; and
 - c) prevent future breaches.

and will provide Venquis with details in writing of all such steps taken.

- 12.9 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Venquis.
- 12.10 Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 12.11 Client will provide evidence of compliance with clause 12 upon request from Venquis.
- 12.12 Client will indemnify and keep indemnified Venquis against any costs, claims or liabilities incurred directly or indirectly by Venquis arising out of or in connection with any failure to comply with clause 12.

13. General

- 13.1 Any failure by the Venquis to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 13.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.
- 13.4 Any reference to legislation, statute, act or regulation will include any revisions, re-enactments or amendments that may be made from time to time.

14. Notices

- 14.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) will be delivered by hand, e-mail or registered mail to the recipient at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

15. Variation

- 15.1 No variation or alteration of these Terms will be valid unless approved in writing by Client and Venquis.

16. Applicable Law

- 16.1 These Terms will be construed in accordance with Dutch Laws.
- 16.2 Disputes arising from or relating to these Terms and the legal relationships arising between the Parties will in the first instance be exclusively adjudicated by the competent court in the district where Venquis has its registered office, unless Venquis indicates a preference to apply to the competent court at the Client's domicile or place of business or to another competent court.

Client Signature : _____

Print Name :

Date :

Venquis.

For and on behalf of Client

Venquis Signature : _____

Print Name :

Date :

For and on behalf of Venquis B.V.