

Article 1 – Definitions

General Terms and Conditions: these General Terms and Conditions of Recruitment & Selection;

Client: the client that gives Robert Walters an Assignment;

Robert Walters: Robert Walters B.V., established in Amsterdam and registered in the Dutch Chamber of Commerce under number 34143155;

Party/Parties: Client and Robert Walters each individually or collectively;

Assignment: an agreement between the Client and Robert Walters in connection with the recruitment of Candidates for a vacancy at the Client;

Candidate(s): any individual(s) that Robert Walters proposes to the Client;

Annual Remuneration: the annual remuneration for the Candidate's position based on full-time employment.

Article 2 – Scope

1. These General Terms and Conditions apply to every Assignment. An Assignment comes into effect between the Client and Robert Walters once Robert Walters confirms a request by the Client to recruit and propose Candidates.
2. Any General Terms and Conditions used by the Client are hereby explicitly rejected.
3. Any deviations from these General Terms and Conditions are only valid if they have been agreed in writing.
4. Headings in these General Terms and Conditions are only intended for identification purposes and do not affect the interpretation of the conditions.

Article 3 – Obligations of Robert Walters

1. Based on the information received from the Client and the description of the vacancy, Robert Walters will endeavour to select one or more Candidates who satisfy the Client's requirements and expectations to the extent possible.
2. At the Client's request, Robert Walters will endeavour to request references following approval of the Candidate selected by the Client. Robert Walters is not liable for any damage ensuing from information (including incorrect information) provided by the Candidate or by a third party regarding the Candidate.
3. The information obtained from these references will be provided at the Client's first request.
4. Robert Walters does not collect or share any information about the medical condition of Candidates.

Article 4 – Obligations of the Client

1. The Client undertakes to provide Robert Walters with all the relevant information that Robert Walters reasonably needs in order to select Candidates for the Client and warrants the accuracy of such information.
2. The Client will inform Robert Walters of its opinion about the introduced Candidate as soon as possible.
3. The Client alone will decide on a Candidate's suitability before offering the Candidate an employment contract.
4. The Client has ultimate responsibility for verifying the accuracy of the information via the references and other information, such as diplomas, provided by the Candidate.

Article 5 – Exclusive recruitment

1. Robert Walters recruits exclusively during the Assignment, which means that the Client will not engage any other agencies for the Assignment in question.

2. All individuals who apply to the Client directly or via a third party will be referred to Robert Walters and included in the procedure.
3. If the Client does not comply with the provisions above, the Client will nonetheless owe Robert Walters the agreed Fee.

Article 6 – Fee

1. Robert Walters will receive payment ("**Fee**") from the Client for the Assignment. The Fee is a percentage of the Annual Remuneration calculated based on the components referred to in paragraph 2, but is no less than EUR 13,750. The Fee will be laid down in the Assignment.
2. The calculation of the Fee will include the following components of the Annual Remuneration, if agreed with the selected Candidate: (a) the gross annual salary, including holiday allowance, (b) thirteenth month; (c) lease car (making up EUR 7,500.- of the Annual Remuneration)); (d) bonus; (e) profit sharing and (f) other financial benefits. In respect of d, e and f, guaranteed components will be included in full and, as regards variable components, 67% of the maximum amount to be obtained will be included.
3. The Fee is exclusive of VAT and exclusive of any advertising costs (online or otherwise) and expenses agreed with the Client.
4. If the Client decides to hire more than one Candidate under the same Assignment, the Client will owe Robert Walters the Fee for every Candidate who accepts an offer of an employment contract.

Article 7 – Invoicing and payment

1. Robert Walters will invoice the Fee in three instalments: (i) 1/3 after the Assignment comes into effect ("**Retainer fee**"); (ii) 1/3 after the proposal of Candidates ("**Shortlist fee**") and (iii) 1/3 after a Candidate's acceptance of an offer ("**Completion fee**").
2. If the Fee is due on the basis of article 6 paragraph 4, Robert Walters will invoice the Fee for a second and subsequent Candidate after the acceptance of the offer of the Client.
3. The Retainer fee and the Shortlist fee will be calculated based on the expected Annual Remuneration. In the event of a range for the gross annual salary, the average will be used. Any differences with the Annual Remuneration ultimately agreed will be settled in the invoice of the Completion fee.
4. The Client will pay the invoice within 14 days after the invoice date. If the Client requires a PO-number for billing purposes, the Client shall provide the PO-number to Robert Walters within 2 weeks after the term in paragraph 1, failing which Robert Walters shall be entitled to issue an invoice without a PO-number. The absence of a PO number on an invoice does not release the Client from its payment obligation.
5. If the Client fails to pay within the agreed payment term, the Client will immediately be in default and Robert Walters will be entitled to charge the statutory interest in full from the due date of the invoice, without prejudice to its other rights. In addition, the Client will bear all reasonable legal and extrajudicial costs incurred by Robert Walters for collecting its invoice.
6. The Parties may not effect a setoff based on article 6:127 of the Dutch Civil Code.

Article 8 – Early termination of the Assignment

1. The Client may terminate the Assignment early in writing. In that event, the Client will owe a service fee in the amount of the next instalment.
2. Suspension for more than one month or any modification of the Assignment by the Client will be considered early termination of the Assignment by the Client.

3. Robert Walters may terminate the Assignment early in writing if the Client systematically rejects Candidates or fails to respond to proposed Candidates without a valid reason for longer than one month. In such situations, the Client will owe a service fee as referred to in paragraph 1.

Article 9 – Warranty

1. For an Assignment with an Annual Remuneration of EUR 65.000 or more, Robert Walters provides the following warranty: if the selected Candidate terminates the employment contract within four (4) months after commencement of employment at the Client (“**Warranty period**”), Robert Walters will resume the Assignment free of charge, provided that (a) the Client immediately informs Robert Walters in writing of the termination of the employment contract, (b) the Client requests Robert Walters in writing to resume the Assignment within four (4) weeks after the Candidate leaves the employment, (c) the termination cannot be attributed in any way to one or more circumstances that are at the Client’s expense and risk, (d) the Client has fully complied in good time with its payment obligations to Robert Walters and (e) the position and profile of the vacancy to be refilled remain unaltered. The guarantee applies only to the initial selected Candidate.

Article 10 – Non-solicitation clause

1. For a period of 18 months after a Candidate has been proposed to the Client, the Client may not (a) enter into an agreement (employment contract, contract for services or any other agreement) with said Candidate either directly or via third parties; and/or (b) propose the Candidate to a third party (including an affiliate of the Client) without Robert Walters’ prior written consent.
2. If the Client violates the provisions of paragraph 1, it will owe Robert Walters an immediately due and payable penalty of EUR 50,000.- for every violation. The penalty will be owed as a result of the mere fact of a violation, without prejudice to Robert Walters’ right to seek damages and/or compliance in addition to such penalty.

Article 11 – Robert Walters’ liability

1. Robert Walters will exercise the necessary due care when recruiting and selecting Candidates. Robert Walters is not liable for any acts or omissions by Candidates, selected or otherwise.
2. All liability of Robert Walters for damage – resulting from an attributable breach of its obligations, unlawful act or otherwise – is limited per event to the Fee charged for the relevant Assignment. Successive events will be qualified as a single event.
3. Liability for indirect loss such as consequential loss, loss of profit, lost savings, loss due to business interruption and/or reputational damage is excluded unless there is intent or wilful recklessness on the part of Robert Walters.

Article 12 – Confidentiality

1. During the Assignment and for a period of 12 months after it ends, the Parties will keep confidential all information which has been classified as such, or the confidentiality of which ensues from its nature, confidential and not disclose it to third parties unless disclosure is required in the context of (a) the performance of the Assignment and/or (b) is based on a statutory rule or order by a government agency.

Article 13 – Protection of personal data

1. The Parties will comply with statutory obligations regarding data protection, in particular as provided by the General Data Protection Regulation of the European Union (2016/679)

(“**GDPR**”), the Directive on privacy and electronic communications (2002/58/EC) and all applicable laws and regulations related to the processing of personal data as amended, readopted, replaced or re-enacted from time to time, including directives and codes of conduct issued by the applicable supervisory authority (collectively referred to as “**Legislation concerning data protection**”).

2. The Parties acknowledge that they qualify as independent controllers as defined in the GDPR. The Parties will comply with the Protocol for data sharing in respect of the personal data they both process that can be found here: www.robertwalters.nl/en/about-us/GDPR-sharing-protocol.html. The Parties will act quickly and adequately in response to all requests by Candidates regarding their rights as data subjects in respect of the processing of their personal data in the performance of the Agreement for Intermediary Services. In addition, the Parties undertake to fulfil their obligations to provide information to data subjects as described in Articles 13 and 14 of the GDPR.
3. The Client indemnifies Robert Walters against all liability, costs, expenditures, damage and losses and all loss of interest, contractual penalties and all reasonable legal and professional costs and expenditures incurred by Robert Walters, now or in the future, resulting from or related to third-party claims, including ones from Candidates, or penalties imposed by any supervisory authority within the meaning of Article 83 GDPR, as a result of violation of the Legislation concerning data protection, including the misuse of a Candidate’s personal data caused by the Client or its subsidiaries, employees, directors, agents or contractors.

Article 14 – Final provisions

1. If any provisions of these General Terms and Conditions and/or the Assignment is void, invalid or non-enforceable as a result of a statutory rule or court order, this will not affect the validity of the other provisions. The Parties will consult with each other in order to agree new provisions to replace the void and/or voided provisions with provisions that approximate the object and purport of the void and/or voided provisions as closely as possible.
2. These General Terms and Conditions are governed by Dutch law.
3. Any and all disputes will be submitted to the competent court in Amsterdam.