

Newpeople Terms and Conditions (2021)

Newpeople Executive Search B.V.

Article 1 - General

1. These conditions apply to all Newpeople Executive Search B.V. (hereinafter referred to as Newpeople) offers made and on agreements concluded by Newpeople with the client, hereinafter referred to as the client.
2. Provisions that deviate from these general terms and conditions can only be agreed in writing. This also applies to any deviating conditions used by the other party. If Newpeople has agreed in writing to the applicability of any deviating terms and conditions, the present terms and conditions will remain in effect, even if this is not expressly stated. The other party cannot derive any rights for future agreements from any agreed deviations from these conditions; Deviations accepted by Newpeople are therefore always valid once.

Article 2 - Order confirmation

1. Unless explicitly agreed otherwise, all offers are without obligation. An agreement is only concluded by written agreement between Newpeople and the client and, in the absence thereof, because Newpeople commences the actual execution of an agreement with the (tacit) consent of the client. In the latter case, the agreement is concluded on the basis of the latest quotation from Newpeople.
2. With the written confirmation of an order by Newpeople, the content of the order confirmation applies as the content of the agreement, which is binding for both parties. Assignments are carried out exclusively on an exclusive basis, unless otherwise agreed.
3. Changes to an agreement can only be made in writing.
4. Insofar as changes agreed upon at the request of the client result in delays, these will be at the expense and risk of the client.

Article 3 - Fee

1. All fees stated by Newpeople are exclusive of VAT and / or other taxes, charges or duties on the services as such, unless explicitly stated otherwise in the order confirmation.

Article 4 - Payment and securities

1. The client owes Newpeople a fee consisting of a percentage of the gross annual (full-time) income of the candidate at the client, as stated in the order confirmation, unless otherwise agreed.
2. The client is obliged to pay the invoiced amount within 30 days of the invoice date on one of Newpeople's bank accounts.
3. Negligence on the part of the client with regard to the purchase of goods or not giving Newpeople the opportunity to perform the agreed work, does not affect the payment obligation of the client.
4. If the client has not fulfilled his obligations on the due date, he is immediately in default without

notice of default being required. In that case, all obligations of the client towards Newpeople by virtue of all between client and Newpeople concluded agreements immediately due and payable and the client is liable for all damage suffered and to be suffered by Newpeople. Costs to be invoiced are invoiced according to the rules applicable during the contract.

5. In the absence of timely payment, the client is, without any reminder or notice of default, interest of 1.5% per month on the unpaid part of the principal sum, whereby part of a month is counted as a full month. The due interest is calculated in accordance with the provisions of art. 6: 119 paragraph 2 BW. Costs of collection, both judicial and extrajudicial, are for the account of the client, with a minimum amount of € 250.

Article 5 - Liability

1. Newpeople is not liable for business damage or any damage whatsoever, which as a direct or indirect result of the advice given by Newpeople or services provided by Newpeople or delay and / or lack of advice or services, for its counterparty and / or third parties. originate.
2. The aforementioned under 1. only applies if there is intent or gross negligence on the part of Newpeople, in which case the liability is limited to an amount equal to the amounts invoiced or to be invoiced to the client on the basis of the relevant agreement. VAT.
3. If and insofar as the agreement referred to in the previous paragraph leads to (regular) invoices for a period of longer than three months, Newpeople will never owe more to the client than the last three months prior to the shortcoming of Newpeople that led to the damage has resulted in amounts exclusive of VAT invoiced to the client under the relevant agreement.
4. The liability of Newpeople for damage as a result of errors of a third party engaged by Newpeople and / or the client for the performance of an agreement is limited to the extent that the third party effectively indemnifies Newpeople.
5. Any liability of Newpeople will lapse one year from the moment of the occurrence of the damage, on the understanding that any liability of Newpeople will in any case lapse one year from the end of the agreement with which the damage is most closely related.

Article 6 - Complaints

1. Complaints, regardless of whether they relate to deliveries or activities made or not performed by Newpeople or to invoices, must be submitted to Newpeople in writing within 8 days after the execution of the assignment.
2. A complaint with regard to certain activities does not suspend the client's payment obligation with regard to that or other activities. The client will never be able to claim dissolution of an agreement on account of complaints or defects.

Article 7 - Non-attributable shortcoming (force majeure)

1. If Newpeople is temporarily prevented from making delivery by its own suppliers due to circumstances, through no fault and risk of Newpeople (including but not limited to the case that Newpeople is not able to deliver for whatever reason) after the conclusion of the agreement To

fulfill obligations, Newpeople is entitled to suspend the execution of the agreement for the duration of the prevention.

Article 8 - Dissolution

1. Without prejudice to the other provisions in the general terms and conditions, the agreement will be dissolved by operation of law, without judicial intervention and without any notice of default being required, at the time when the client, who has not or not fully complied with the obligations arising from the agreement, is able to is declared bankrupt, applies for a provisional suspension of payments or loses the power to dispose of all or part of his assets through seizure, placing under guardianship or otherwise, unless the receiver or administrator recognizes the obligations arising from this agreement as an estate debt and provides security for payment thereof.
2. Due to the dissolution, existing claims become immediately due and payable. The client is liable for all damage suffered and to be suffered by Newpeople.
3. If the parties do not, not timely or not properly fulfill the obligations arising for them from any agreement referred to in these terms and conditions, as well as in the event of suspension of payments, cessation or liquidation of the parties' goods or his death, the parties are entitled to to dissolve the agreement in whole or in part, (and to reclaim that which was delivered by the parties, insofar as not yet paid for) - and / or to demand payment for the executed part of the agreement and / or to demand payment in advance for further delivery. In these cases, reciprocal claims become immediately due and payable. The client is liable for all direct damage suffered and to be suffered by Newpeople.

Article 9 - Confidentiality

1. Both before and during the existence of the agreement as well as five years after the agreement will be terminated for whatever reason, the parties undertake in no way whatsoever to communicate to any third party any information regarding business affairs of the other party to the fullest extent. sense of the word, as well as information regarding the company and the customers or the existence, nature and content of the (draft) agreement, without the prior written consent of the party whose data it concerns.

Article 10 - Disputes

1. All agreements concluded with Newpeople and any further agreements concluded for the implementation thereof are exclusively governed by Dutch law.
2. All disputes arising from the aforementioned agreements will be settled exclusively by the competent court in Amsterdam, without prejudice to the jurisdiction of another court.

Special conditions for executive search

Article 1 - Order confirmation

Our order confirmation records at least:

1. Name of the principal
2. Nature of the assignment
3. Name of the executive consultant
4. Description of the activities to be performed by Newpeople
5. Fee
6. Terms of payment

Article 2 - Executive search process

1. An assignment for recruitment or recruitment given to Newpeople. selection of one or more candidates to fill a vacancy (s) existing or to be created at the client comprises one or more of the following activities:
 - a. In consultation with and in collaboration with the client, establishing a job description and the requirements that a candidate must meet for the position in question (job analysis);
 - b. Performing a so-called file and / or executive search;
 - c. Possibly drafting an advertisement text, issuing media advice and guiding the placement;
 - d. Taking care of the recruitment and selection activities, from the calls for applications up to and including conducting interviews with candidates considered suitable, introducing the candidates to the client and the necessary guidance;
 - e. Reporting and advising on one or more candidates.
2. Newpeople assumes that information that the candidates and client have provided about themselves or that has been obtained about them through references are correct and complete.
3. Candidates who are nominated by the client themselves must go through the entire procedure as included under 2.1, unless the parties agree otherwise in writing.

Article 3 - End of assignment

An assignment for executive search ends - except in the interim termination -:

1. With the offer made by the client to a candidate for the position and accepted by him to enter into an employment contract;
2. If, despite repeated attempts and after the expiry of a maximum period of six months (or after the expiry of any other period agreed in writing between the parties), Newpeople has not succeeded in filling the vacancy in accordance with the assignment;
3. A change in the description of the position by the client during the assignment does not terminate the assignment. Any additional work performed by Newpeople resulting from this will be reimbursed by the client to Newpeople in accordance with the provisions of paragraph 3 of article 4 of this Chapter II, insofar as the client and Newpeople have not agreed otherwise (in writing).

Article 4 - Early termination

Premature termination of the assignment by the client is possible if:

1. In the vacancy, resp. the position to be filled in the interim is provided by a different candidate than

- the one nominated by Newpeople;
2. The vacancy has been canceled;
 3. In the event of an early termination, the client will owe Newpeople a fee based on the hours worked multiplied by an hourly rate of EUR 150. Newpeople will provide the client with an hourly specification. The administration of Newpeople only serves as proof of the number of hours worked, subject to proof to the contrary.

Article 5 - Payment

1. The client owes Newpeople a fee consisting of a percentage of the gross annual income of the candidate at the client stated in the order confirmation, unless otherwise agreed. This annual income includes everything the candidate would actually have received in salary (remuneration) in a period of twelve months after commencement of employment (start of work), including holiday allowance, expense allowance, thirteenth month, bonus, and average bonus or incentive, and any other agreed emoluments. The (average) bonus amount stated in the order confirmation is used to determine the average bonus for calculating the fee owed to Newpeople. This fee does not include external costs such as travel and accommodation costs incurred by candidates. The fee is exclusive of VAT.
2. In principle, 100% of the fee under 5.1 will be charged to the client at the start of the candidate's activities, unless stated otherwise in the order confirmation.
3. If the assignment carried out by Newpeople leads, either simultaneously or within one year after the end thereof, to the conclusion of employment contracts by the client or a group company of the client with several candidates than provided for in the assignment, irrespective of the position, the client owes the recruitment and selection fee for each employment contract entered into by him with a candidate.

Article 6 - Confidentiality

1. Newpeople will treat the information provided by the client in strict confidence and only use it in the context of the assignment. The client will in turn treat the information provided to him in the context - including that regarding the candidates - in strict confidence.
2. Without permission from Newpeople, the client is not permitted to store data relating to candidates who have not been employed by the client or to make them available for inspection by third parties, resp. to get in touch with them.

Article 7 - Other obligations of the client

1. The Client is obliged to immediately notify Newpeople and send Newpeople a copy of the employment contract or letter of appointment of every employment contract entered into with one or more candidates for the position to which the assignment related. The same applies to any employment contract entered into by the client within one year after the end of an assignment with one or more candidates known to him from a selection procedure with Newpeople, regardless of

the position for which this candidate has been approached.

Article 8 - Other provisions

1. Candidates are selected and nominated to the client to the best of their knowledge and in accordance with the standards of good workmanship, without prejudice to the provisions of 2.2.
 2. The client is responsible for the final choice of a candidate. Newpeople is not liable if the candidate does not appear to meet the requirements set by the client or his expectations. Neither is Newpeople liable for damage as a result of any act or omission of candidates who have entered the employment of the client.
 3. The time specified by Newpeople, within which an assignment can be completed, is always an indication and is not binding for Newpeople.
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Newpeople Interim Management B.V.

Article 1 - General

1. These conditions apply to all by Newpeople Interim Management B.V. (hereinafter referred to as Newpeople) offers made and on agreements concluded by Newpeople with its counterparty (being both clients and contractor / interim consultants) hereafter referred to as counterparty.
2. The applicability of general terms and conditions used by the other party is hereby expressly rejected.
3. Provisions that deviate from these general terms and conditions can only be agreed in writing. This also applies to any deviating conditions that are used by the other party. If Newpeople has agreed in writing to the applicability of any deviating terms and conditions, the present terms and conditions will remain in force for the rest, even if this is not explicitly stated. The other party cannot derive any rights for future agreements from any agreed deviations from these conditions; Deviations accepted by Newpeople are therefore always valid once.

Article 2 - Order confirmation

Our order confirmation records at least:

1. Name of the counterparty / client
2. Nature and minimum duration of the assignment
3. Name of the counterparty / contractor (being the executive consultant)
4. Description of the work to be performed by Newpeople and the counterparty / client and counterparty / contractor
5. Fee
6. Terms of payment

Article 3 - Offers, conclusion of the agreement

1. Unless explicitly agreed otherwise, all offers are without obligation. An agreement is only concluded by written agreement between Newpeople and the other party and, in the absence thereof, because Newpeople commences the actual implementation of an agreement with the (tacit) consent of the other party.
2. With the written confirmation of an order by Newpeople, the content of the order confirmation applies as the content of the agreement, which is binding for both parties.
3. Amendments to an agreement can only be made in writing.
4. Insofar as changes agreed upon at the request of the other party result in delays, these will be at the expense and risk of the other party.

Article 4 - Fee

1. All fees stated by Newpeople are exclusive of VAT and / or other taxes, charges or duties on the services as such, unless explicitly stated otherwise in the order confirmation.

Article 5 - Payment and securities

1. The other party / client owes Newpeople a fee consisting of an amount included in the order confirmation, based on a timesheet and declaration form signed by the other party / client and the other party / contractor, as well as on the basis of a desk margin agreed by the other party / client and Newpeople. The fee is exclusive of VAT.
2. If the assignment carried out by Newpeople leads, either simultaneously or within one year after the end thereof, to the conclusion of employment contracts by the other party / client or a group company of the other party / client with several candidates than provided for in the assignment, regardless of the position, the counterparty / client is obliged to pay compensation for recruitment and selection for each employment contract it has entered into with a candidate.
3. Newpeople invoices monthly for the work performed in that month. Payment of the invoice amount must be made within fourteen days of the invoice date without any right to discount or settlement. If the payment term is exceeded, Newpeople is entitled to charge default interest of 2% per month. If the other party / client remains in default of payment after a reminder, Newpeople is entitled to charge all costs of collection, including all costs of legal assistance and extrajudicial costs, to the other party.
4. The other party is obliged to pay the invoiced amount within 30 days of the invoice date on one of Newpeople's bank accounts.
5. Negligence of the other party with regard to the purchase of goods or not giving Newpeople the opportunity to perform the agreed work, does not affect the payment obligation of the other party.
6. If the other party has not fulfilled its obligations on the due date, it is immediately in default without notice of default being required. In that case, all obligations of the other party towards Newpeople under all agreements concluded between the other party and Newpeople become immediately due and payable - regardless of whether Newpeople has already invoiced in this respect - and the

other party is liable for all damage suffered and to be suffered by Newpeople.

7. In the absence of timely payment, the other party will owe interest of 2% per month on the unpaid part of the principal sum, without any reminder or notice of default, whereby part of a month is counted as a full month. The interest due is calculated in accordance with the provisions of art. 6: 119 paragraph 2 BW.
8. Costs of collection, both judicial and extrajudicial, are for the account of the other party, with a minimum amount of € 250.
9. Newpeople is entitled to invoice on the basis of advance invoices, or to require additional security from the other party.
10. In the event of liquidation, bankruptcy or suspension of payment of the counterparty / client, the obligations of the counterparty / client will be immediately due and payable.
11. Payments made by the other party always serve to settle in the first place all interest and costs owed, in the second place of due and payable invoices that have been outstanding the longest.

Article 6 - Liability

1. Newpeople is not liable for business damage or any damage whatsoever, which as a direct or indirect result of the advice given by Newpeople or services provided by Newpeople or delay and / or lack of advice or services, for its counterparty and / or third parties. originate.
2. The above under 1. only applies if there is intent or gross negligence on the part of Newpeople, in which case the liability is limited to an amount equal to the amounts invoiced or to be invoiced to the other party on the basis of the relevant agreement. VAT.
3. If and insofar as the agreement referred to in the previous paragraph leads to (regular) invoices over a period of more than three months, Newpeople will never owe more to the other party than the last three months prior to the shortcoming of Newpeople that resulted the damage has resulted in amounts exclusive of VAT invoiced to the other party under the relevant agreement.
4. The liability of Newpeople for damage as a result of errors of a third party engaged by Newpeople and / or the other party for the performance of an agreement is limited to the extent that the third party effectively indemnifies Newpeople.
5. Any liability of Newpeople will lapse one year from the moment of the occurrence of the damage, on the understanding that any liability of Newpeople will in any case lapse one year from the end of the agreement with which the damage is most closely related.

Article 7 - Complaints

1. Complaints, regardless of whether they relate to deliveries or activities made or not performed by Newpeople or to invoices, must be submitted to Newpeople in writing within 8 days after the execution of the assignment.
2. A complaint with regard to certain activities does not suspend the other party's payment obligation with regard to that or other activities. The other party will never be able to claim dissolution of an agreement on account of complaints or defects.

Article 8 - Non-attributable shortcoming (force majeure)

1. If Newpeople is temporarily prevented from making delivery by its own suppliers due to circumstances, through no fault and risk of Newpeople (including but not limited to the case that Newpeople is not able to deliver for whatever reason) after the conclusion of the agreement to fulfill obligations, Newpeople is entitled to suspend the execution of the agreement for the duration of the prevention.

Article 9 - Early termination

Premature termination of the assignment by the other party / client is possible if:

1. In the assignment, resp. the position to be filled in the interim is provided by a different candidate than the one nominated by Newpeople;
2. The function to be fulfilled / or the execution of the assignment has been canceled.

Article 10 - Dissolution

1. Without prejudice to the other provisions in the general terms and conditions, the agreement will be dissolved by operation of law, without judicial intervention and without any notice of default being required, at the time when the other party, who has not or not completely fulfilled the obligations arising from the agreement, is able to be declared bankrupt, applies for a temporary suspension of payments or loses the power to dispose of all or part of his assets through seizure, placing under guardianship or otherwise, unless the trustee or administrator recognizes the obligations arising from this agreement as an estate debt and provides security for payment thereof.
2. Due to the dissolution, existing claims become immediately due and payable. The other party is liable for all damage suffered and to be suffered by Newpeople.
3. If the other party does not, not timely or not properly fulfill the obligations that arise for it from any agreement concluded with Newpeople referred to in these terms and conditions, as well as in the event of suspension of payments, closure or liquidation of the goods of the other party or its death, Newpeople is entitled to dissolve the agreement in whole or in part, (and to reclaim that which has been delivered by Newpeople, insofar as not yet paid for) - without judicial intervention and without notice of default being required - and / or payment of the executed part of the to claim the agreement and / or to demand advance payment for further delivery. In these cases reciprocal claims become immediately due and payable. The other party is liable for all damage suffered and to be suffered by Newpeople.

Article 11 - Confidentiality

1. Both before and during the existence of the agreement and after the agreement has been terminated for whatever reason, the parties undertake in no way whatsoever to communicate to any third party any information regarding business affairs of the other party in the broadest sense. the

word, as well as information about the company and the customers or the existence, nature and content of the (draft) agreement, without the prior written consent of the party whose data it concerns.

2. The parties are not permitted, without permission from Newpeople, to store data relating to candidates who have not been employed by the other party or to make them available to third parties for inspection, resp. to get in touch with them.

Article 12 - Disclosure obligation

1. The Other Party is obliged to immediately notify Newpeople of every employment contract entered into with one or more candidates for the position to which the assignment pertained and to simultaneously send Newpeople a copy of the employment contract or letter of appointment.

Article 13 - Force majeure

1. If due fulfillment by one of the parties is wholly or partially permanently impossible as a result of one or more circumstances that are not for the account of this party, including the circumstances referred to in paragraph 2, the other party has the right to terminate the agreement (and) to dissolve all or a corresponding part with this party, without being obliged to pay compensation.
2. If the impossibility is temporary, the agreement can be performed at a later time, unless compliance at a later time is no longer of value to the other party, on the understanding that the agreement can in any case be dissolved by the other party, if performance is impossible for a consecutive period of six (6) months.
3. Circumstances that are in any case not for the account of one of the parties are: regulations issued or to be issued by the government that prevent or limit the use of the goods delivered or to be delivered, shortage of raw materials and auxiliary materials for the production of the goods , shortage of workers, strike, import, export and / or transit ban, transport problems, non-compliance with the obligations by suppliers of Newpeople or transport companies, disruptions in production, natural and / or nuclear disasters and war and / or threat of war, terrorist acts and / or attacks, as well as everything that falls under force majeure under Dutch law.

Article 14 - Intellectual Property

1. The Other Party may only use the trade names, logos, patents, copyrights, trademarks and / or any other intellectual property rights of Newpeople in the context of the agreement concluded between them. The Other Party is prohibited from disclosing confidential information obtained from Newpeople to third parties in any way, except insofar as required by applicable law.

Article 15 - Privacy

1. Newpeople processes the name and address details of the Other Party in a customer database in order to be able to execute and manage the agreement with the Other Party and to be able to inform the Other Party without obligation, by sending information material, folders, etc. Other

interesting developments and services from Newpeople.

Article 16 - Other provisions

1. The selection and nominations of candidates to the other party take place to the best of its knowledge and in accordance with the standards of good workmanship.
2. The other party is responsible for the final choice of a consultant. Newpeople is not liable if the consultant does not appear to meet the requirements set by the other party or its expectations. Neither is Newpeople liable for damage as a result of any act or omission of consultants who have entered the employment of the other party.
3. The time specified by Newpeople, within which an assignment can be completed, is always an indication and is not binding for Newpeople.

Article 17 - Specific provisions in the agreement between Newpeople and the other party / contractor

1. The fee payable by Newpeople to the other party / contractor is laid down in the assignment agreement between Newpeople and the other party / contractor.
2. The Counterparty / Contractor will not charge Newpeople for more than two half-days of four hours for a working day, unless deviating agreements have been made by the Contractor and Newpeople.
3. Per calendar month, the contractor will submit a bill to Newpeople within one week after the expiry of that month, with a time registration that is specified in such a way that sufficient insight is provided about the way in which the amount of the bill is established.
4. Newpeople recognizes the contractor's invoice as soon as the other party / client has paid Newpeople's invoice. Newpeople will pay the invoice from the contractor after payment has been received from the client for the same term.

Article 18 - Applicable law / Competent court

1. Dutch law applies to all legal relationships between Newpeople and the Other Party. The competent court in Amsterdam is exclusively authorized to take cognizance of all disputes that may arise between Newpeople and the Other Party arising from or in connection with (the implementation of) the agreements between Newpeople and the Other Party as well as in connection with these general terms and conditions. .