

# GENERAL TERMS AND CONDITIONS.

Newpeople Executive Search B.V. (2022)

## Article 1. General

1. These general terms and conditions will apply to all offers made by Newpeople Executive Search B.V. (hereinafter referred to as "Newpeople") to the Client (hereinafter referred to as the "Client") and to all ensuing assignments (pursuant to Section 7:400 of the Dutch Civil Code), which Newpeople performs for the Client.
2. Provisions that deviate from these general terms and conditions can only be agreed upon in writing. This also applies to any deviating conditions used by the Client. 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 Client may not derive any rights for future contracts from any deviations from these general terms and conditions that have been agreed.

## Article 2. Confirmation of the assignment

1. All offers are without obligation, unless expressly agreed otherwise. An assignment as defined in Article 1.1. of these general terms and conditions (hereinafter to be referred to as "the Assignment") will only be effected between Newpeople and the Client after both Newpeople and the Client have signed a Confirmation of the Assignment (hereinafter to be referred to as "the Confirmation of the Assignment"). In the absence of a Confirmation of the Assignment, an Assignment is also formed between Newpeople and the Client when Newpeople commences the actual performance of the Assignment with the (tacit) approval of the Client. In the latter case, the Agreement will be concluded on the basis of Newpeople's offer (with the most recent offer being taken as the starting point, should more than one offer have been submitted).
2. If an Assignment is entered into between Newpeople and the Client by means of a Confirmation of the Assignment, the Confirmation of the Assignment - in combination with these General Terms and Conditions - will include the agreements made between Newpeople and the Client and be binding on both parties. An Assignment will be carried out exclusively by Newpeople for the Client, unless expressly agreed otherwise.
3. Changes to an Assignment may only be made in writing and with the consent of Newpeople.
4. Insofar as changes agreed at the Client's request result in delays, these are for the Client's account and risk.

## Article 3. Executive search process

1. An Assignment submitted to Newpeople by the Client includes the work as indicated in the Confirmation of the Assignment.

2. Newpeople will carry out the Assignment to the best of its ability and in accordance with the highest standards.
3. Newpeople assumes that information provided by candidates and the Client about themselves or obtained through references is correct and complete.
4. 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 or expectations set by the Client. Nor is Newpeople liable for damages resulting from any acts or omissions of candidates who have entered the employment of the Client.
5. The time frame specified by Newpeople within which an assignment can be completed is only indicative. The Client cannot derive any rights from this.
6. The Client is obliged to immediately inform Newpeople of any employment contracts or contracts for services entered into with one or more candidates for the position to which the Assignment relates, and immediately provide Newpeople with a copy of the relevant employment contract or letter of appointment or contract for services. The same applies to each employment contract or contract for services entered into by the Client within one year of the completion of the Agreement with one or more candidates known to it from a selection procedure with Newpeople, irrespective of the position that the candidate will fulfil with the Client.

## Article 4. End of assignment

1. An Assignment ends (except for early termination):
  - a. If the Client and a candidate introduced by Newpeople have entered into an employment contract or a contract for services with each other;
  - b. If, despite repeated attempts and after the lapse of a maximum period of six months (or after the lapse of any other period agreed upon in writing between the parties), Newpeople has not succeeded in finding a suitable candidate for the Client to fill the position for which the Assignment was granted;
  - c. If, during the Assignment, the Client changes the description of the position for which the Assignment was given, subject to Article 2.3 of these General Terms and Conditions. Any additional work for Newpeople resulting from this will be paid by the Client to Newpeople in accordance with the provisions set out in the Confirmation of the Assignment.

## Article 5. Early termination

1. Early termination of the assignment by the Client is possible if:
  - a. the vacancy for which the Assignment was granted has been prematurely filled by a candidate not proposed by Newpeople;
  - b. the vacancy for which the Assignment was given has ceased to exist.
2. In the event of early termination, the Client will owe Newpeople, unless otherwise agreed, the *milestones* up to and including the stage in which Newpeople is currently executing the Assignment (in accordance with the Confirmation of the Assignment).

## Article 6. Payment

1. Unless otherwise agreed, the Client will owe Newpeople a fee consisting of a percentage of the gross annual income of the candidate who enters into an employment contract or contract for services with the Client, as stated in the Confirmation of the Assignment. This annual income includes the annual salary (remuneration), including holiday allowance. The fee exclusive of, and must therefore be increased by, VAT and/or other taxes, charges or duties levied on the services as such, unless the Confirmation of the Assignment expressly states otherwise.
2. The entire fee under Article 6.1 will be charged to the Client upon commencement of the candidate's work, unless otherwise stated in the Confirmation of the Assignment.
3. Should the Client, for whatever reason, decide to terminate the Assignment and should the Client subsequently enter into an employment contract or a new contract for services within a period of 12 months with a candidate proposed by Newpeople - irrespective of the position held - then the Client will still owe Newpeople the fee for recruitment and selection as described in Article 6.1, unless otherwise agreed.
4. If the Assignment carried out by Newpeople leads, either simultaneously or within one year of its completion, to the Client or a group company of the Client entering into an employment contract or a contract for services with more candidates than provided for in the Assignment, regardless of the position held, the Client will owe the fee under Article 6.1 for recruitment and selection, unless otherwise agreed, for each employment contract or contract for services that it enters into with a candidate.

## Article 7. Payment and securities

1. The Client is obliged to pay invoices to one of Newpeople's bank accounts within 30 days of the invoice date.
2. Any act or omission on the part of the Client which hinders Newpeople in the (further) performance of its Assignment, will not affect the payment obligation of the Client for the work already performed by Newpeople (in accordance with Article 6 "Payment").
3. If the Client has not fulfilled its payment obligations in time, it will be immediately in default without notice of default being required. In that case, all obligations of the Client towards Newpeople under all contracts entered into between the Client and Newpeople will become immediately due and payable, and the Client will be liable for all loss and damages incurred or to be incurred by Newpeople. Costs still to be invoiced will be invoiced in accordance with the rules applicable to the Assignment.
4. In the absence of timely payment, the Client will owe statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code on the amount owed, without a reminder or notice of default being required. In the event of failure to pay in time, Client will be obliged to bear the collection costs, both judicial and extrajudicial, consisting of an amount of 15% of the principal amount claimed, with a minimum amount of €250.

## Article 8. Liability

1. Newpeople is not liable for any loss of profits or any other loss or damages whatsoever that has arisen for the Client and/or third parties as a direct or indirect result of the advice given by Newpeople or the services provided by Newpeople or the delay and/or omission of advice or services.
2. The only exception to the provisions under 1. above is if there is intent or gross negligence on the part of Newpeople, in which case the liability will be limited to an amount equal to the amounts invoiced or to be invoiced to the Client under the relevant contract, excluding VAT.
3. If and insofar as the provisions referred to under 2. result in (regular) invoices over a period of more than three months, Newpeople will never owe the Client more than the amounts invoiced to the Client under the contract in question, excluding VAT, over the last three months prior to the failure by Newpeople that resulted in the loss.
4. The liability of Newpeople for damages resulting from errors made by a third party engaged by Newpeople for the performance of a contract is limited to the amount against which the third party effectively indemnifies Newpeople. Newpeople will never be liable for any loss or damages resulting from errors made by any third party engaged by the Client.
5. Any liability on the part of Newpeople will lapse one year from the date on which the Client became aware of the loss or damages and the person liable for such.

## Article 9. Complaints and defects

1. Complaints, whether or not they relate to deliveries or work performed by Newpeople or to invoices, must be submitted by the Client in writing immediately, but no later than fourteen days after the Client became aware of the facts and circumstances that gave rise to the complaint. Newpeople will not be obliged to revise, supplement, improve or duplicate work relating to a complaint that has been submitted too late. If, for whatever reason, the Client invokes the right of recovery with respect to certain activities, this will not suspend the Client's payment obligation with respect to those or other activities. The Client can never claim termination of a contract on account of complaints or defects.

## Article 10. Non-attributable failure (force majeure)

1. If Newpeople, due to circumstances beyond its control (including, but not limited to, when Newpeople's own suppliers, for whatever reason, do not allow Newpeople to deliver), is temporarily unable to fulfil its obligations pursuant to the Assignment, Newpeople will be entitled to suspend the performance of the Assignment for the duration of the hindrance.

## Article 11. Dissolution

1. Without prejudice to the other provisions of these general terms and conditions, the Contract may be terminated by Newpeople without legal intervention and without any notice of default being required, at the time when the Client, who has not fulfilled all or part of the obligations arising from

the contract, is declared bankrupt, applies for a provisional suspension of payments, has its assets attached, is placed under guardianship or otherwise loses the power of disposition of its assets or part thereof, unless the insolvency practitioner or administrator acknowledges the obligations arising from this contract as estate debt and provides security for fulfilment thereof.

2. Termination will cause the claims of both parties to become immediately due and payable. The Client is liable for all damages incurred or to be incurred by Newpeople, if the termination can be attributed to its shortcomings.

## Article 12. Confidentiality

1. Newpeople and the Client undertake, both before and during the existence of the Assignment, as well as after the Assignment is terminated for any reason whatsoever, not to disclose to any third party in any way whatsoever, without the prior written consent of the party whose data is involved, any data concerning the business affairs of the other party, in the broadest sense of the word, as well as data concerning the company and its Clients or the existence, nature and content of the (draft) Assignment.
2. The Client is not permitted to save information regarding candidates who have not been employed by the Client, or to make this information available to third parties for inspection, or to enter into contact with these parties without the consent of Newpeople.
3. Newpeople and the Client will also impose the obligation of confidentiality on any employees involved in the execution of the contract and on any third parties engaged by them.

## Article 13. Intellectual property

1. The Client may only use the trade names, logos, patents, copyrights, trademarks and/or any other intellectual property rights of Newpeople within the framework of the contract concluded between them. The aforementioned IP rights will remain the property of Newpeople or its licensors. The Client is not permitted to publish or reproduce or otherwise use the aforementioned rights without the prior written consent of Newpeople.
2. The Client is prohibited from disclosing to third parties any confidential information obtained from Newpeople in any way whatsoever, except as required by the applicable law.

## Article 14. Disputes

1. All legal relationships with Newpeople are subject to Dutch law and all disputes arising therefrom will be exclusively settled by the competent court in Amsterdam.