

## **General conditions for recruitment and selection (permanent placements)**

### **Article 1. Introduction**

Sales Eleven applies the following rates, but the fee mentioned in the Service Level Agreement will be leading:

- If the annual salary does not exceed €65,000: 22% of this amount
- If the annual salary is more than a €65,000: 25% of this amount

Sales Eleven applies these rates based on full exclusivity. Unless agreed otherwise, if the position is not exclusive, the applicable rate will be:

- 27% for an annual salary of up to €65,000;
- 30% for an annual salary of €65,000 or more.

Sales Eleven calculates the fee based on the gross full-time annual salary agreed with the candidate, including holiday pay and any thirteenth and fourteenth month payments. Bonuses, car allowances and other financial benefits will not be taken into account in the placement fee. The fee for a part-time employment contract or a fixed-term employment contract for less than one year will be equated to the fee based on full-time annual remuneration.

Sales Eleven works with media packages. The cost of a media package is €1500. Sales Eleven will invoice the media package in advance to its client. The media package consists of:

- Edit and rewriting of the vacancy text;
- Optimize the vacancy text, taking search engine optimization (SEO) in account
- Publishing the vacancy at (paid) mutable jobsites
- Marketing and sales of the vacancy;

### **Article 2. Definitions**

In these general conditions, the following terms have the stated meaning:

- Sales Eleven: the private limited company Sales11 B.V., with its registered office at Barbara Strozziilaan 201, 1083 HN Amsterdam. For the purposes of these general conditions, Sales Eleven also includes all its affiliated companies and enterprises.
- Client: the party that wishes to make use of the services of Sales Eleven and that has given Sales Eleven the assignment as described in Article 3.1.
- Candidate: the person who, after selection by Sales Eleven, is proposed for the client.

- Fee: the fee agreed between Sales Eleven and its client, which the client owes to Sales Eleven.

### **Article 3. Applicability**

3.1. These general conditions apply to the job placement contract concluded between Sales Eleven as the contractor and its client, under which Sales Eleven undertakes to endeavour to propose one or more candidates to the client to fill a vacancy that exists at the client. These general conditions cover all aspects of this placement contract in the broadest sense. By entering into this placement contract, the client accepts these general conditions.

3.2. Any reference by the client to its own general conditions has no effect, unless the client explicitly rejects Sales Eleven's general conditions. In that case, no placement contract will be concluded between Sales Eleven and its client before consensus has been reached on the applicable conditions.

3.3. Sales Eleven reserves the right to declare the general conditions for Interim Management Placement applicable instead of these general conditions.

### **Article 4. Fee and indebtedness**

4.1. The client must pay Sales Eleven the fee for the work it performs within 30 days. The fee is payable only upon completion of the assignment, i.e. if and as soon as the candidate or one of the candidates proposed by Sales Eleven accepts an offer from the client, either verbally or in writing. The agreed fee excludes VAT and VAT will be added if Sales Eleven is legally obliged to charge VAT.

4.2. All agreed media costs, as well as all interview, travel and accommodation costs and other expenses, will be passed on to the client.

4.3. The fee remains payable in full by the client if:

- the client does not accept the selected candidate even though the client initially made an offer to the candidate, which the candidate accepted verbally or in writing, but was then withdrew after acceptance by the candidate;
- the client has not hired the candidate proposed by Sales Eleven itself or under an interim contract, but has proposed the candidate directly or indirectly to a third party, regardless of whether this third party is affiliated with Sales Eleven or the client, and that third party subsequently concludes an employment contract or interim contract with the candidate within 24 calendar months of Sales Eleven notifying the client of the candidate's name in writing;
- the client concludes an employment contract or interim contract with the candidate proposed by Sales Eleven, who was initially introduced to the client, within 24 calendar months of Sales Eleven notifying the client of the candidate's name in writing.

4.4. The client must always pay the fee for each individual candidate that Sales Eleven proposes to it and whom accepts an offer from the client either verbally or in writing.

4.5. The client may not set off any rights to payment by Sales Eleven for products or services that the client has supplied against its obligation to pay the fee of and reimburse the other costs incurred by Sales Eleven.

#### **Article 5. Sales Eleven's costs**

5.1. The client must reimburse the costs incurred by Sales Eleven for performing the assignment within thirty days of the date of Sales Eleven's invoice. The client must also reimburse the costs incurred by the candidate(s) in relation to the placement activities that Sales Eleven performs on the client's behalf. Sales Eleven may reimburse the candidate(s) for these costs in its own name, but at the client's expense. Sales Eleven will charge these payments to the client as costs. The client must reimburse these costs within fourteen days of the date of Sales Eleven's invoice.

#### **Article 6. Payment terms and collection**

6.1. Sales Eleven and the client have made further pricing arrangements and agreed payment terms in the placement contract.

6.2. If the client fails to fulfil its obligations to pay within the set payment term of fourteen days after the invoice date, or if the client has failed to fulfil one or more of its obligations under the placement contract (as referred to in Article 3.1) – and, to the extent required, has been given a notice of default by Sales Eleven – it will be liable for all reasonable costs incurred to obtain payment extrajudicially, without any right to a discount or set-off. Sales Eleven therefore reserves the right to charge a collection fee, in accordance with the Extrajudicial Collection Costs (Fees) Decree.

6.3. Sales Eleven will also charge 1.5% interest per month or part of a month on the outstanding amount, including VAT, during the period that the default continues.

#### **Article 7. Disclosure obligation of the client**

7.1. The client undertakes towards Sales Eleven to provide all information that Sales Eleven reasonably needs to properly select one or more candidates for the client.

#### **Article 8. Personal data / privacy**

8.1. If and insofar as Sales Eleven must process general personal data while performing the assignment, Sales Eleven will observe the applicable rules under the General Data Protection Regulation (GDPR). Sales Eleven will treat personal data as referred to in the GDPR

confidentially. By declaring these general conditions applicable, the client confirms that it has read and accepts Sales Eleven's privacy statement.

8.2. Sales Eleven must ensure that it complies with the most recent laws and regulations on the processing of general personal data.

8.3. By entering into the contract for services, the client gives Sales Eleven consent to process personal data, if needed to perform the assignment.

### **Article 9. Liability of Sales Eleven**

9.1. Sales Eleven accepts no liability for damage that the client suffers because of the candidate's failure to perform their duties at the client, or to do so on time or properly.

9.2. Insofar as Sales Eleven could be held liable, its liability is capped at €10,000.

9.3. If the client accepts a candidate proposed by Sales Eleven on a temporary or permanent basis, it acts entirely at its own expense and risk. Sales Eleven therefore accepts no liability for the candidate's suitability or reliability for the position with the client when providing or proposing a candidate to the client. Among other things, this means Sales Eleven is never liable for:

- the candidate's failure to fulfil their obligations towards the client or to do so properly;
- incorrect information provided by the candidate to Sales Eleven;
- early termination of the employment contract or the cooperation between the client and the candidate proposed by Sales Eleven;
- the client's costs, damage, loss, or loss of profit that is in any way caused by or related to the candidate, proposing the candidate, and the work that the candidate has performed or failed to perform at the client.

9.4. Sales Eleven is not liable for damage that the client suffers if the candidate is unable to fulfil their obligations relating to the position to be filled at the client on time or properly due to force majeure.

### **Article 10. Resuming placement activities / warranty**

10.1. If the candidate proposed by Sales Eleven terminates the employment contract for reasons that cannot be attributed to the client within six months of the date on which that candidate commences their employment, Sales Eleven will resume its placement activities without charging the client, and endeavour to find another suitable candidate for the client, provided that:

- the termination of the employment contract or the cooperation is in no way related to one or more circumstances at the client's expense and risk;
- the client has fulfilled its payment obligations towards Sales Eleven in full and on time;

- the client confirms in writing within one month of the termination of the employment contract that it has decided to resume the placement activities;
- the client notifies Sales Eleven in writing that the proposed candidate has terminated the employment contract.

### **Article 11. Selection of candidates**

11.1. Sales Eleven is entirely free in how it selects candidates to be proposed to the client. In this context, Sales Eleven is not obliged to ask candidates for personal or business references to gather information about the candidate's employment history and/or personal past. Sales Eleven will also not actively collect information regarding the candidate's past incapacity for work and current medical condition.

### **Article 12. References**

12.1. If the candidate voluntarily provides references to Sales Eleven, Sales Eleven is not obliged to approach those references and ask them to provide further information about the candidate. Since Sales Eleven will not verify any information obtained from the references or candidate concerning the candidate's employment history and/or personal past, Sales Eleven does not assume any responsibility or accept liability for the accuracy of the information

that it has received. Sales Eleven is also not obliged to pass on this information to the client. Sales Eleven can decide completely for itself whether or not to provide information to the client.

### **Article 13. Information**

13.1. Insofar as candidates themselves provide Sales Eleven with information about their past incapacity for work, current medical condition, employment conditions at their previous or current employer, the name and address of their current and previous employer(s), circumstances under which previous employment contracts have been terminated, their criminal record, work permit, training and qualifications, and so on, Sales Eleven is under no obligation to verify that information and therefore assumes no responsibility or liability for the accuracy of that information. In relation to this information, Sales Eleven can also decide completely for itself which information to provide to the client.

### **Article 14. Final provisions, choice of law and forum**

14.1. Sales Eleven may amend these general conditions. The amended conditions will be deemed accepted if the client has not objected to them within 14 days of the amended conditions having been sent or communicated to it.

14.2. If one or more of the provisions of these general conditions are void or voided, the remaining provisions of these general conditions will continue to apply in full.

14.3. These general conditions have been drawn up in both Dutch and English. If a dispute arises concerning the content of these general conditions, the Dutch text will prevail.

14.4. Dutch law applies to every contract between Sales Eleven and the client, and any dispute arising from these general conditions. Disputes arising from or in connection with the contract between Sales Eleven and the client or these general conditions will be settled exclusively by the competent judge of the Amsterdam District Court. Sales Eleven reserves the right to follow the normal rules of jurisdiction regarding territorial competence.