

# GENERAL TERMS & CONDITIONS RECRUITMENT ARC PEOPLE

## Article 1. Definitions

- 1.1 ARC People: ARC People are registered with the Chamber of Commerce under number 62518208.
- 1.2 The Client: the private individual or legal entity with whom ARC People enter into a binding agreement.
- 1.3 Assignment: the binding agreement between the Client and ARC People that forms the basis for the recruitment and/or selection and/or pre-selection and/or executive search activities that ARC People carry out on behalf of the Client.
- 1.4 Confirmation of Assignment: the document to be sent by ARC People to the Client, confirming the formal establishment of the Assignment. The Confirmation of Assignment contains at least: a description of the working methods to be used, the fee(s), expenses and invoicing.
- 1.5 The Candidate: the person approached by ARC People in the context of recruitment and/or selection and/or executive search activities carried out on behalf of the Client.
- 1.6 Fee: the remuneration owed by the Client to ARC People for carrying out the Assignment.

## Article 2. Applicability

- 2.1 The conditions below are applicable to all quotations, proposals and agreements concerning the provision of executive search services by ARC People to their Clients. ARC People will exercise due care in the execution of the agreements between ARC People and their clients, and will bear their clients' interest in mind to the best of their ability.
- 2.2 Alternative conditions and/or application of general terms and conditions originating from the Client are only valid if and as far as these have been accepted in writing by ARC People. Such acceptance cannot be inferred from any lack of objection by ARC People to a statement wherein the Client rejects ARC People's general terms and conditions, and/or declares a different set of terms and conditions applicable to the agreement.
- 2.3 If ARC People mediates a candidate to the Client, without the Client having previously provided ARC People with a Recruitment Assignment (an 'open nomination'), the following articles of these General Terms & Conditions shall not apply: 5.1 up to and including 5.4, 6.1, 7, 8.1 and 9 up to and including 13.

## Article 3. Proposal

- 3.1 Proposals provided by ARC People are non-binding; they are valid for a duration of thirty days, unless otherwise agreed in writing. Issuing a proposal and/or any other form of documentation does not oblige ARC People to accept the Assignment. If ARC People do not accept the Assignment, then the Client will be notified as soon as possible.

## Article 4. Establishment of the agreement

- 4.1 Before commencing the recruitment and selection or executive search activities, ARC People will draw up a Confirmation of Assignment and send this to the Client for approval. The Confirmation of Assignment describes the assignment precisely and specifies the applicable fees. The sending of the signed Confirmation of Assignment results in the establishment of an agreement between the Client and ARC People, in accordance with the specifications set out in the Confirmation of Assignment.

- 4.2 If the Client proposes any modifications, additions, etc. to the agreement established between the Client and ARC People, then these will only become legally binding after, and in as far as, ARC People have confirmed agreement to the Client in writing.

## Article 5. Execution of the Assignment

- 5.1 ARC People will produce a written description of the relevant vacancy at the Client, either in the form of a job description, or as part of the Confirmation of Assignment. Preferably, and if possible, this will include the following: the duties and responsibilities of the position, the desired profile of the ideal candidate in terms of knowledge and skills, the conditions under which the Assignment is agreed and the criteria that will be applied in selecting a candidate.
- 5.2 ARC People will endeavour to introduce one or more candidates who fit the desired profile for the vacancy.
- 5.3 ARC People will ensure a thorough execution of the Assignment. Introductions will be made to best of ARC People's knowledge and according to industry best-practice.
- 5.4 If parties have agreed a term within which the Assignment will be completed, then this agreement shall be considered as indicative. ARC People do not accept any kind of liability in this regard.
- 5.5 ARC People are not responsible for the information and data provided by the Client in relation to the Assignment; ARC People work on the assumption that the information and data provided are correct.
- 5.6 ARC People work on the assumption that the information and data provided by the candidate about him- or herself, or that have been provided by means of references, are correct.
- 5.7 ARC People will appraise candidates in an impartial manner.

## Article 6. Completion of the Assignment

- 6.1 The Assignment will be valid for a maximum of six months, unless agreed differently when the Assignment was approved by the Client and if this was stated explicitly in the Confirmation of Assignment. In the unlikely event that the search has not been completed within the agreed term, ARC People will re-assess with the Client whether or how the duration of the Assignment can be extended and if required, specify appropriate modifications to the terms and conditions originally agreed for the Assignment.
- 6.2 An Assignment is completed once a candidate has been appointed to his or her position at the Client concerned. An appointment is deemed to have occurred when the Client and the relevant candidate have agreed to enter into an employment contract, either verbally or in writing. If the candidate is employed in a different manner (e.g. on a temporary contract), then this too is deemed to constitute an appointment.
- 6.3 The Client will inform ARC People as soon as possible, by either email, telephone or in writing, about the agreement between the Client and the candidate to enter into an employment contract.

## Article 7. Fees for Executive Search

- 7.1 The fee for an Executive Search Assignment on the basis of exclusivity amounts to 24 % of the full-time total gross annual salary. The total gross annual salary includes: the gross base annual salary; holiday pay and 13<sup>th</sup>/14<sup>th</sup> month if applicable, job market allowance and/or the fixed bonus of the selected candidate.
- 7.2 ARC People charge a minimum fee of €10,000.- (ten thousand euros), excluding VAT.

7.3 Expenses for travel and accommodation for (international) candidates are not included in the fee, and will be charged separately, after prior written approval from the Client.

#### **Article 8. Invoicing and payment of Executive Search**

8.1 Payment of the fee is on the following moments:

1. After signing of the proposal: a third of the expected fee.
2. After the second proposed candidate: a third of the expected fee.
3. After the signing of the employment contract by the candidate:: the final fee, calculated on basis of the with the candidate agreed upon salary package minus the already invoiced parts 1 and 2.

8.2 A payment term of thirty days is applicable. All payments must be received in ARC People's bank account before expiry of the payment term. Late payment will invalidate all guarantee provisions as included in article 9 of this agreement.

8.3 If the Client withdraws an employment offer after the candidate has accepted it either verbally or in writing, then the Client is liable for the fee as described above.

8.4 Every invoice will be specified per Assignment and candidate. Every invoice will specify how the fee is calculated (name of the candidate, salary, fee, start date, etc.). All amounts are exclusive of the applicable VAT rates.

8.5 The Client must pay all invoices in full, without set-off of debts, without suspension because of alleged or real attributable failures and without the Client being allowed to renege on his payment obligation due to seizure or otherwise.

8.6 If the Client does not pay within the payment term, the Client will, in accordance with the law, automatically be in default as from the due date, without ARC People having to issue any notice of default or an additional demand for payment. In such cases, the Client is liable to pay interest of 1% per month over the outstanding amount, calculated over the period between the due date and the actual payment date.

8.7 If ARC People take measures to safeguard the collection of the debt, then the Client is liable for all costs ARC People incur during this process.

These costs include all fees payable to third parties assigned to the task of collecting the debt, as well as all costs ARC People incur within their own organisation, in as far as these can reasonably be attributed to these measures. If payment is brought about by means of debt collection measures, then ARC People can recover the relevant costs from the Client by specifying the real costs, or alternatively by applying a flat-rate charge of 15% of the overdue amount.

#### **Article 9. Guarantee on Executive Search**

9.1 If the employment relationship with the successfully placed candidate is terminated because of reasons attributable to the candidate – and therefore not because of a change in the job description, reorganisation, a change in the desired profile of the candidate or a change in the direct management responsibility – then:

- within one month after the start date: ARC People will initiate a new recruitment procedure for the fee paid already;
- from the second up to and including the third month after the start date: ARC People will initiate a new recruitment procedure for a quarter of the fee initially charged for the successful placement of the original candidate;
- from the fourth up to and including the sixth month after the start date: ARC People will initiate a new recruitment procedure for half the fee initially charged for the successful placement of the original candidate.

9.2 Article 9.1 only applies under the following conditions:

- The fee has been paid according to the applicable payment term;
- The client has informed ARC People of the termination of the employment contract within seven working days of the candidate leaving the Client;
- If the Client, or any affiliated organisation, re-enters into an employment relationship with the original candidate within a period of twelve months, then the Client is liable to pay a full fee for both candidates.
- The new search procedure is for the same position as the initial Executive Search Assignment;
- ARC People are bound by an obligation to make every reasonable effort, not by an obligation to produce any particular result.

9.3 The guarantee provisions described in article 9.1 can only be invoked once per Assignment and expire six months after the appointment of the successful candidate.

#### **Article 10. Cancellation, suspension and modification of an Executive Search Assignment**

10.1 If the Client needs to suspend the Assignment, then this can be done for a duration of thirty calendar days at most. If the suspension lasts for longer than thirty calendar days, then ARC People are entitled to cancel the agreement and to consider the Assignment as having been cancelled by the Client.

10.2 If the Client modifies the Assignment to such an extent that the specification of the position or the profile of the ideal candidate changes materially, then the Assignment will be aborted in mutual consultation and be considered as cancelled. A new Assignment will be defined, along with a new fee.

10.3 In the case of a cancelled Assignment, ARC People are entitled to charge the Client a cancellation fee amounting to €5,000 excluding VAT for activities already performed. If the Client re-activates the Assignment without modifications within three months, then the cancellation fee will be deducted from the new recruitment fee.

#### **Article 11. Non-attributable failure**

11.1 If, after the Assignment has been agreed, reasons amounting to non-attributable failure render the execution of the agreement onerous or impossible for ARC People, then ARC People are entitled to cancel the agreement – in as far as it has not been executed yet – without judicial intervention, communicating to the Client the conditions that make (further) execution of the agreement onerous or impossible. ARC People can also opt to suspend, rather than cancel the execution of the agreement.

11.2 In the context of the agreement, non-attributable failure means any circumstance that makes it unreasonable to demand the fulfilment of the agreement by ARC People. If ARC People are unable to fulfil the agreement because of non-attributable failure, then it will notify the Client as soon as possible.

11.3 If ARC People only decide to suspend the execution of the agreement, then the Client will be notified when the execution of the agreement can be resumed.

#### **Article 12. Delay**

12.1 If circumstances in the Client's environment result in a substantial delay to the search procedure, which requires additional efforts and/or services from ARC People, then ARC People will suspend the agreement and renegotiate conditions that allow them to proceed with the agreement.

### **Article 13. Exclusivity**

- 13.1 ARC People only accept assignments on the basis of exclusivity, meaning that ARC People are the only agency who has been given the Assignment by the Client to find candidates for a particular position.
- 13.2 If the Client itself finds eligible candidates for the vacancy that ARC People have been assigned to fill, then these candidates will be introduced to ARC People and be included in ARC People's search procedure. For example, this applies to internal candidates or people from within the Client's personal or professional network.

### **Article 14. Right of introduction**

- 14.1 Candidates are introduced to the Client by the submission of interview notes, personal details and/or a curriculum vitae via email. The introduction is deemed to be accepted by the Client unless the Client submits a motivated objection within three working days of receipt of the introduction. All candidates introduced by ARC People will remain ARC People's candidates for the duration of one year from the moment of introduction of the relevant candidate.
- 14.2 If the Client, or any organisation affiliated to them, hires one of ARC People's candidates as an employee, or enters into any other agreement that intends to establish an employment relationship, within this period, then the Client is liable for the originally agreed recruitment fee.

### **Article 15. Confidentiality**

- 15.1 Nothing from this agreement, or from any information relating to introduced candidates may be published, shared with or shown to any other people than those involved in the search procedure on behalf of either the Client or ARC People.
- 15.2 Both ARC People and the Client will treat all documents and data that have been made available, including the details of possible candidates as well as all information they have gained access to in the context of the Assignment, with the utmost confidentiality. The duty of confidentiality also applies to all information that can be derived or concluded from the available data, documents or information.
- 15.3 The available data, documents and information will only be used for the execution of the agreement as concluded between the Client and ARC People.

### **Article 16. Liability**

- 16.1 ARC People do not accept any liability for damages and/or losses – including consequential damages – caused by the actions or negligence of a candidate introduced by ARC People, with whom the Client, either directly for themselves and/or through or for a third party, (at least partly) as a result of the execution of the Assignment by ARC People, entered into an employment relationship of any kind.
- 16.2 The Client remains responsible for the final selection of suitable candidates.

### **Article 17. Applicable law and choice of court**

- 17.1 Dutch law is applicable exclusively to all agreements between ARC People and the Client and/or all activities performed.
- 17.2 All disputes arising from or relating to a legal relationship between parties to which this agreement applies, will at first instance be settled exclusively by the competent court of the district within which ARC People's head office is located.