

## General Terms and Conditions Kruger Executive Search

### Article 1. General

1. Kruger Executive Search, hereinafter referred to as 'Kruger ES', is a trade name of Kruger Interim Management B.V. established in Rotterdam which is registered with the Chamber of Commerce in Rotterdam under number 24446914.
2. In these general terms and conditions, indicated by a capital letter and whether or not conjugated in plural, the following terms shall have the following meanings:
  - a. Kruger ES: the user of these general terms and conditions as described in paragraph 1.
  - b. Candidate: every natural person who is recruited and selected by Kruger ES to enter into an employment contract with the Client.
  - c. Client: the (legal) person who has given Kruger ES the Assignment and for whom Kruger ES makes every effort to recruit and select a Candidate.
  - d. Assignment: the agreement between Kruger ES and the Client, in which Kruger ES makes an effort towards the Client to recruit and select one or more Candidates, against a further agreed fee.
  - e. Gross annual income: the gross monthly salary agreed between the Candidate and the Client based on full-time employment reduced to an annual salary, including holiday pay and any 13th month, for the first year.

### Article 2. Applicability

1. These general terms and conditions will apply to all offers and quotations as well as to every Assignment of Kruger ES.
2. The applicability of the general or other conditions of the Client is explicitly rejected.
3. Deviations from these general conditions are only valid if confirmed in writing by the management of Kruger ES. Such derogations shall apply only to the case in question. No rights can be derived from these deviations regarding to later entered into legal relationships between the Client and Kruger ES.
4. The nullification or invalidity of one or more of the present provisions shall not affect the validity of the other provisions. In such a case, the parties shall be obliged to consult with each other in order to reach a replacement arrangement with regard to the affected clause. The purpose and purport of the original provision shall be taken into account as far as possible.

### Article 3. Freedom of offer and formation of Assignments

1. All offers, quotations and cost statements of Kruger ES are without obligation, unless explicitly stated otherwise.
2. An Assignment is only established after the Client has signed the offer drawn up by Kruger ES, or has approved it by e-mail or fax. If the Client invites a Candidate introduced by Kruger ES, an Assignment between Kruger ES and Client is also considered to have been established.
3. All costs mentioned in offers, contracts and these general terms and conditions are exclusive of VAT, unless explicitly stated otherwise.

### Article 4. Costs and Payment Methods

1. The Client owes a mediation fee to Kruger ES if and as soon as an employment agreement is established between the Client and the Candidate, unless this explicitly agreed otherwise and laid down in the offer.
2. The mediation fee is calculated on the basis of the fee agreed in the offer. The Client provides a copy of the signed and with the Candidate entered into employment contract to Kruger ES.
3. When, after the Assignment has been given to Kruger ES, Candidates report to the Client in a different way than via Kruger ES, these Candidates will be included by Kruger ES in the mediation procedure. This also applies to internal Candidates of the Client. Paragraph 1 of this article shall apply mutatis mutandis in the case of Candidates as referred to in this paragraph.
4. In addition to the mediation fee due, any other costs, such as advertising costs, will be charged to the Client. These costs will always be agreed upon by Kruger ES in advance with the Client.
5. If Kruger ES provides the assessment for the Client, the associated costs, which are agreed upon in advance, will be charged to the Client.
6. In the event that several Candidates from the pre-selection enter into an employment agreement with the Client, the Client will owe the mediation fee, as referred to in paragraph 1 of this article, per Candidate.
7. In case of premature cancellation or termination of the Assignment by the Client within the period of exclusivity, Kruger ES will charge a third part of the mediation fee referred to in paragraph 1 of this article to the Client.
8. Payment of the invoices by the Client must be made without deduction, discount or set off within 14 days after the invoice date, in a way indicated and documented by Kruger ES.
9. If the Client has not paid within the period referred to in paragraph 8, he will be in default towards Kruger ES without any notice of default being necessary, and Kruger ES will be entitled, without prejudice to his other rights, to charge an interest of 1.5% per month over the outstanding amount, whereby a part of a month will be considered a full month.
10. All reasonably made judicial, extrajudicial and execution costs, which Kruger ES incurs as a result of the Client's non-compliance with its payment obligations, will be at the expense of Client. The extrajudicial costs shall be at least 15% of the principal sum due, with a minimum of € 150.
11. If the financial situation of the Client and/or the payment behaviour of the Client gives rise to this in the opinion of Kruger ES, Kruger ES, without prejudice to its other rights, is entitled to immediately suspend the further execution of the agreement, without any summons, notice of default or other communication having to precede it, and all that which the Client owes Kruger ES for whatever reason, will be immediately due and payable.
12. The Client and Kruger ES hereby agree that Kruger ES will always be entitled to set off all claims that the Client has on Kruger ES for whatever reason, with claims that Kruger ES or any company connected with him, will have on the Client at any time for whatever reason, regardless of whether these claims are due or (un)conditional. As a result of the set-off of those claims, those claims shall be extinguished to their aggregate amounts. The companies affiliated with Kruger include Kruger Business Consultants, Kruger Interim Management and Kruger Corporate Finance and furthermore all companies affiliated with Kruger in a group as referred to in article 2:24b of the Dutch Civil Code.

### Article 5. Other obligations Client

1. The Client is not entitled in any way to provide information about Candidates with whom he has not entered into an employment agreement, to third parties or to propose Candidates to third parties, without permission of Kruger ES. If the Client introduces a Candidate introduced by Kruger ES within 12 months after introduction of the Candidate by Kruger ES to another person, company or institution, and this results in an employment agreement or other kind of contractual relationship with that Candidate, either in his own name, or through cooperation with natural or other (legal) persons in which the Candidate is involved, the Client will be obliged to pay the mediation fee in accordance with article 4.
2. If the Client rejects a Candidate introduced by Kruger ES or the Candidate rejects an offer of the Client for the conclusion of an employment agreement, after which the Client then enters into an employment agreement or another contractual relationship with the Candidate within 12 months after the introduction of the Candidate by Kruger ES, either in his own name, or through cooperation with natural or other (legal) persons in which the Candidate is involved, the Client will be obliged to pay the mediation fee in accordance with article 4.
3. If a circumstance as in article 5.1 or 5.2 occurs and there is another contractual relationship than an employment agreement, then the mediation fee, if applicable, is based on the expected annual turnover of the Candidate in connection with his employment through mediation of Kruger ES, either in his own name, or through cooperation with natural or other (legal) persons in which the Candidate is involved with the Client.
4. If a circumstance as in Article 5.1 or 5.2 occurs, the Client must inform Kruger ES about this within 10 working days after entering into the employment agreement or other contractual relationship with the Candidate.

#### **Article 6. Early termination of employment contract**

1. If the employment contract of the Candidate is terminated within 3 months after commencement of employment by the Client or Candidate, the Assignment will not be considered completed and Kruger ES, without additional costs to be calculated, with the exception of any additional advertising costs, which costs are agreed in advance with the Client, will still take care of the execution of the Assignment, provided:
  - a. the Client within 8 days after cancellation by the Client or Candidate Kruger ES in writing to inform;
  - b. the termination is not the result of a change or non-fulfilment of the employment contract by the Client;
  - c. the function and essential characteristics of the function, including the reporting line, have not been changed;
  - d. the termination of the employment contract is not the result of reorganisation, redundancy, merger or takeover;
  - e. the Client has paid all amounts invoiced by Kruger ES and;
  - f. the conditions as described in these general terms and conditions have been met by the Client.
2. In case Kruger ES is not able to offer an alternative candidate with whom an employment contract is entered into, one-third of the total agreed fee will not be charged or refunded.
3. If the Client or a (legal) person, company or institution affiliated to the Client enters into an employment agreement with the Candidate within 12 months after the introduction of the Candidate whose employment agreement has been terminated as referred to in article 6.1, the Client will be obliged to pay Kruger ES 50% of the costs in accordance with the provisions of article 4 as compensation for the efforts of Kruger ES to find a replacement.

#### **Article 7. Liability**

1. Kruger ES makes every effort to find a suitable Candidate, but does not provide any guarantee regarding the suitability of the proposed Candidate. The Client is responsible for verifying the Candidate's references (including the verification of diplomas obtained, etc.) and must convince himself of the Candidate's suitability before hiring a Candidate introduced by Kruger ES. Kruger ES is not liable for any damage that the Client may suffer in connection with the Assignment due to (later proven) unsuitability of the Candidate or other factors. Client indemnifies Kruger ES from any claims of third parties in any connection with the Assignment.
2. The activities carried out by the Candidate will take place under the guidance and supervision of the Client. The Client indemnifies Kruger ES from all claims of the Candidate and third parties in this respect.
3. Kruger ES is not liable for the fulfilment of any confidentiality obligations by the Candidate, which confidentiality obligations relate to the organization of the Client and which he imposes on his subordinates. The Client must enter into independent negotiations with the Candidate regarding confidentiality. The provisions of this paragraph apply accordingly to other agreements made between the Client and the Candidate without the intervention of Kruger ES.
4. Kruger ES is never liable for indirect damage, including consequential damage, loss of profit, loss suffered and damage as a result of business stagnation.
5. If despite the provisions of these general terms and conditions liability of Kruger ES should still exist, this liability is limited to 100% of the total invoice value of the Assignment, at least to that part of the Assignment to which the liability of Kruger ES relates.
6. Contrary to the statutory limitation period, all claims and defences against Kruger ES are time-barred by the expiration of one year.

#### **Article 8. Code of Ethics and Non-discrimination**

1. Kruger ES only introduces Candidates to the Client after an interview between Kruger ES and the Candidate has taken place and the Candidates have agreed to providing their data to the Client.
2. Kruger ES will exercise discretion regarding business and personal data of the Client or Candidate.
3. Every Candidate has equal opportunities in the recruitment activities of Kruger ES, regardless of age, gender, marital status, sexual orientation, life or religion, political choice, race, ethnic origin or nationality, all this without prejudice to the objective and real job requirements and competencies and provided that the Candidate in principle meets the profile.

#### **Article 9. Personal data**

1. Kruger ES will provide the necessary personal data of Candidates to Client if and to the extent necessary for the execution of the Assignment. The Candidate may also share certain personal data with the Client.
2. The Client will receive and process the personal data referred to in the previous paragraph as the data controller as referred to in the General Data Protection Regulation (GDPR). Client guarantees to process the personal data in accordance with the GDPR. This means, among other things, that he will remove personal data of rejected Candidates within the set retention period(s) and will inform the Candidates sufficiently about the processing.
3. Client indemnifies and holds Kruger ES harmless for costs, damages and claims of third parties in connection with a violation of the aforementioned guarantee.

#### **Article 10. Final provisions of these General Terms and Conditions**

1. These general terms and conditions can only be deviated from by written agreement.
2. Every Assignment is exclusively governed by Dutch law.
3. Before appealing to the court, the parties are obliged to enter into mutual consultation in order to settle the dispute in mutual consultation.
4. With regard to all legal disputes, the parties agree that these will in the first instance be submitted to the competent court in Rotterdam.