

## General Terms and Conditions Kruger Executive Search

### Article 1. Scope

1. Kruger Executive Search, hereinafter referred to as 'Kruger ES', is a business name of Kruger Interim Management B.V. situated in Rotterdam, the Netherlands, registered with the Chamber of Commerce in Rotterdam under number 24446914.
2. In these General Terms and Conditions, the following definitions apply, whether in the singular or the plural:
  - a. Kruger ES: the user of these General Terms and Conditions as described in paragraph (1).
  - b. Candidate: every natural person recruited and selected by Kruger ES to enter into an employment contract with the Client.
  - c. Client: the (legal) entity who has awarded a contract to Kruger ES and on whose behalf Kruger ES makes an effort to recruit and select a candidate.
  - d. Parties: Kruger ES and the Client
  - e. Contract: the agreement between Kruger ES and the Client, under which Kruger ES has committed itself vis-à-vis the Client to recruit and select one or several candidates.
  - f. Gross annual income: the gross monthly salary agreed between the candidate and the Client based on full-time employment, converted into an annual salary, including holiday money and a possible end-of-year bonus (13th month), for the first year.
  - g. Affiliates: companies associated with the party concerned in a group, such as referred to in Section 2:24b of the Dutch Civil Code, and employees, directors, representatives, shareholders (partners), associates and (any other) independent contractors of these affiliates involved in the contract.
3. Insofar as permitted by law, Title 7.7 of the Dutch Civil Code shall not apply between the parties to the prejudice of Kruger ES.
4. All the clauses of these General Terms and Conditions that are set down also for the benefit of affiliates have also been set down on their behalf as irrevocable third party clauses at no charge.

### Article 2. Applicability and changes

1. These General Terms and Conditions apply to all current and future contracts.
2. The applicability of the Client's general or different terms and conditions is expressly rejected.
3. Departures from these General Terms and Conditions shall only be valid if confirmed in writing by the management of Kruger ES. These variations shall apply exclusively to the situation concerned. No rights may be derived from these variations with regard to any legal relations between the Client and Kruger ES entered into at a later stage.
4. If any part of these provisions is nullified or null and void, it shall not affect the validity of the rest of the provisions. As the occasion arises, the parties shall be obliged to consult with each other to replace the clause affected, whereby the purport and intent of the original provision shall be taken into account as much as possible.

### Article 3. Offers without engagement and formation of contracts

1. All offers and quotations issued by Kruger ES are without engagement, unless expressly stated otherwise.
2. A contract shall only be formed after the Client has signed the quotation issued by Kruger ES or approved this by email. A contract between Kruger ES and the Client shall also be considered formed if the Client invites a candidate introduced by Kruger ES.
3. The Client declares and guarantees vis-à-vis Kruger ES that it is acting in the execution of its profession or conduct of

business, is authorised without restriction, and has all the necessary permits, approvals and licences to award the contract.

4. All costs mentioned in quotations, contracts and these General Terms and Conditions shall be exclusive of VAT, unless expressly stated otherwise.

### Article 4. Exclusivity

1. While the contract is effective, the Client shall refrain from awarding a similar contract to a third party.
2. The Client shall notify Kruger ES forthwith if the Client is contacted by a third party other than through Kruger ES about (its possible willingness regarding) entry into an employment contract to which the contract refers.

### Article 5. Costs and payment method

1. The Client shall owe Kruger ES an agency fee if and as soon as an employment contract is formed between the Client and the candidate, unless expressly otherwise agreed and set down in the quotation.
2. The agency fee is calculated on the basis of the remuneration agreed in the quotation. For this purpose, the Client will provide Kruger ES with a copy of the signed employment contract entered into with the candidate.
3. If, after the contract is awarded to Kruger ES, candidates present themselves to the Client without involving Kruger ES, these candidates will be included in the recruitment process by Kruger ES. This also applies to the Client's internal candidates. Paragraph (1) of this Article shall apply accordingly in case of candidates such as referred to in this paragraph.
4. Apart from the agency fee due, any other costs, such as advertising costs, will be charged to the Client. These costs will always be agreed in advance between the Client and Kruger ES.
5. If the costs of Kruger ES increase while the contract is effective, Kruger ES will be entitled to raise its fee unilaterally, insofar as reasonable.
6. If Kruger ES takes care of the assessment for the Client, the costs involved will be agreed in advance and charged to the Client.
7. Should several preselected candidates enter into an employment contract with the Client, the Client shall owe the agency fee, referred to in this Article 5 under (1), for each candidate individually.
8. If the Client cancels or stops the contract prematurely, Kruger ES will charge the Client fifty percent of the agency fee referred to in this Article 5 under (1).
9. Notwithstanding the provisions of paragraph (1) of this Article 5, the agency fee will become payable in proportion to and simultaneously with the hours spent by way of a claim already existing under the condition precedent of invoicing. As soon as incurred or paid, expenses and disbursements will become reimbursable as a claim already existing under the condition precedent of invoicing.
10. The Client's payment of the invoice must take place without deduction, reduction or set-off within 14 days from date of invoice, in the manner prescribed by Kruger ES.
11. Should the Client fail to pay within the time-limit referred to in paragraph (10) of this Article 5, it will be in default vis-à-vis Kruger ES without notice of default being required, whilst Kruger ES will be entitled, without prejudice to any of its other rights, to charge interest of 1.5% per month on the amount outstanding, whereby a part of the month shall be regarded as the entire month.
12. All legal, non-legal and enforcement costs incurred by Kruger ES as a result of the Client's non-fulfilment of its payment obligations shall be at the Client's expense. The non-legal costs shall amount to at least 1% of the principle amount payable, subject to a minimum of EUR 250.

13. If the Client's financial situation or the Client's payment behaviour would give rise to this in the opinion of Kruger ES, Kruger ES will be entitled, without prejudice to its other rights, to suspend the further performance of the contract immediately, without any advance notice of action or default or any other communication being required, whilst all that which the Client owes Kruger ES on any account whatsoever shall then be immediately payable.
14. The parties herewith agree that Kruger ES will always be entitled to offset any claims which the Client may have vis-à-vis Kruger ES at any time on any account whatsoever, against claims that Kruger ES or any of its affiliates may have against the Client at any time on any account whatsoever, irrespective of whether or not these claims are payable or (un)conditional. As a result of the set-off of these claims, these claims shall be cancelled up to their aggregate amount.

#### **Article 6. The Client's other obligations**

1. The Client shall not be entitled, without the permission of Kruger ES, to disclose information to third parties in any way whatsoever about candidates with whom it has not entered into an employment contract, or to introduce candidates to third parties. Should the Client introduce a candidate introduced by Kruger ES to another person, company or institution within 12 months after the introduction of the candidate by Kruger ES, and this would result in an employment contract or any other type of contractual relationship with the candidate, whether in its own name or through collaboration with natural persons or other (legal) entities in which the candidate is involved, the Client will be obliged to pay the agency fee in accordance with Article 5.
2. Should the Client reject a candidate introduced by Kruger ES or the candidate reject the Client's offer to enter into an employment contract, after which the Client or one of the Client's affiliates would nevertheless enter into an employment contract or another type of contractual relationship with this candidate within 12 months after the candidate was introduced by Kruger ES, whether in his/her own name or through collaboration with natural persons or other (legal) entities in which the candidate is involved, the Client will be obliged to pay the agency fee in accordance with Article 5.
3. Should a situation as referred to in paragraph 1 or paragraph 2 of this Article 6 arise and there is a contractual relationship other than an employment contract, the agency fee will be based, if applicable, on the candidate's expected annual turnover in connection with his/her employment through the agency of Kruger ES, whether in his/her own name, or through collaboration with natural persons or other (legal) entities in which the candidate is involved with the Client.
4. Should a situation as referred to in paragraph 1 or paragraph 2 of this Article 6 arise, the Client shall notify Kruger ES of this within 10 working days from entering into the employment contract or other type of contractual relationship with the candidate.

#### **Article 7. Obligation to complain**

1. Complaints about the invoice amount or the work performed must be reported to Kruger ES in writing within 10 days after the date of dispatch of the invoice concerned or the invoice in which the duties concerned are charged, respectively. If no complaint is submitted within this time-limit, any of the Client's rights to rely on accountable failure on the part of Kruger ES and/or the amount invoiced not being due shall lapse. A complaint will not suspend a payment obligation.
2. If the complaint is appropriate, Kruger ES may, at its own discretion, choose to adjust the fees charged, to rectify or re-perform the duties rejected at no charge or to not (no longer) perform the contract in whole or in part against a refund in proportion to the fees already paid by the Client.

#### **Article 8. Non-disclosure**

1. The parties shall treat with confidentiality vis-à-vis third parties all information supplied within the framework of the contract. This obligation does not apply (i) to information which Kruger ES has supplied to the Client, or vice versa, to share with third parties, (ii) in relation to third parties engaged by the parties, subject to the provisions of this Article 8(3), (iii) if a Party has a legal or professional disclosure obligation, (iv) if a Party in any capacity whatsoever wishes to rely in legal proceedings, crosscheck, expert or criminal investigations on the information concerned and has notified the other Party, insofar as reasonably possible in advance, of the intended disclosure of information or (v) if the information concerned has lawfully become public or the Party concerned was entitled to assume that this was the case.
2. The parties shall take reasonable measures to guarantee the non-disclosure of any confidential information.
3. The parties shall impose their obligations under this Article 8(1) on any third parties engaged by them, unless they are under a duty of confidentiality by law or through the rules of conduct of their profession.
4. Kruger ES will be entitled to publish the Client's name and the broad outlines of the duties performed by Kruger ES.

#### **Article 9. Premature termination of employment contract**

1. Should the candidate's employment contract be terminated by the Client or the candidate within 3 months from commencement of employment, the contract shall be considered uncompleted, whilst Kruger ES will take care of nevertheless performing the contract without charging extra costs, with the exception of possible additional advertising costs, which will be agreed with the Client in advance, provided that:
  - a. the Client notifies Kruger ES in writing within 8 days from termination by the Client or the candidate;
  - b. the termination is not caused by the Client's changes in or non-compliance with the contract;
  - c. the job and essential characteristics of the job, including reporting lines, have not been changed;
  - d. the employment contract was not terminated due to reorganisation, retrenchment, merger or takeover;
  - e. the Client has paid all amounts invoiced by Kruger ES and;
  - f. the Client has met the provisions set down in these General Terms and Conditions.
2. Should Kruger ES be unable to offer an alternative candidate with whom an employment contract is entered into, one third of the total fee agreed will not be charged or will be refunded.
3. Should the Client or one of the Client's affiliates enter into an employment contract with the candidate within 12 months after the introduction of the candidate whose employment contract was terminated as referred to in paragraph (1) of this Article 9, the Client will be obliged, as compensation for the efforts made by Kruger ES to find a replacement, to pay Kruger ES 50% of the costs in accordance with the provisions of Article 5.

#### **Article 10. Liability and indemnity**

1. Kruger ES will make an effort to find a suitable candidate, but will not give any guarantee that this person will be found or regarding the suitability of the candidate presented. The Client must convince itself of the candidate's suitability before employing a candidate introduced by Kruger ES.
2. Kruger ES and its affiliates shall not be liable, irrespective of the contractual or extracontractual foundation, for any damage the Client or the affiliate concerned may suffer in connection with the contract due to the candidate's unsuitability (with hindsight) or due to other factors, except if and insofar as there is any question of wilful intent or wanton negligence on the part of Kruger ES and this is established in a court order or arbitral decision binding upon Kruger ES or the

affiliate concerned against which there is no (more) remedy at law.

3. The Client indemnifies Kruger ES and its affiliates against all claims related to the contract brought by third parties, except if these claims are the result of wilful intent or wanton negligence on the part of Kruger ES or its affiliates, provided this is established in a court order or arbitral decision binding upon the party relying on indemnity, against which there is no (more) remedy at law, and it concerns its own behaviour that has been assessed as wilful intent or wanton negligence. This indemnity shall not restrict Kruger ES and its affiliates in any way whatsoever in deciding whether or not and how to respond to possible proceedings or in selecting their consultants or lawyers.
4. The duties performed by the candidate will take place under the Client's management and supervision. The Client indemnifies Kruger ES and its affiliates against all claims brought by the candidate and third parties in this respect and shall compensate Kruger ES and its affiliates for any costs (including the costs of defence), damage and claims brought by third parties.
5. Kruger ES and its affiliates shall not be liable for the fulfilment of any of the candidate's non-disclosure obligations, which non-disclosure obligations are related to the Client's organisation and imposed by it on its subordinates. The Client itself must negotiate non-disclosure arrangements independently with the candidate. The provisions of this paragraph apply accordingly to any other arrangements made between the Client and the candidate without the involvement of Kruger ES.
6. Under no circumstances shall Kruger ES or its affiliates be liable for any indirect or consequential damage, losses, staff costs and/or loss of profit.
7. If Kruger ES or its affiliates should be liable despite the provisions of these General Terms and Conditions, this liability shall be limited as an aggregate total amount to 100% of the total invoice value of the contract, or at least to that part of the contract to which the liability of Kruger ES or its affiliate is related.
8. All legal claims against Kruger ES or its affiliates for compensation of damage or payment of a stipulated penalty shall become extinct through the lapse of three months after the day following that on which the Client has become aware of both the damage or the payability of the penalty and the person liable for this, and in any case through the lapse of six months after the incident occurred that caused the damage or rendered the penalty payable.
9. Wilful intent or wanton negligence on the part of Kruger ES or an affiliate will be understood to mean the wilful intent or wanton negligence of the organs of Kruger ES or an affiliate or of key managers (including those managing subordinates) employed by Kruger ES or an affiliate.

#### **Article 11. Ethical code of conduct and non-discrimination**

1. Kruger ES shall only propose candidates to the Client after an interview has taken place between Kruger ES and the candidate and the candidates have consented to the supply of their details to the Client.
2. Without prejudice to Article 8, Kruger ES will act with discretion in respect of the Client's and/or the candidate's business information and personal data.
3. Every candidate shall have equal opportunities in the recruitment duties of Kruger ES, irrespective of age, sex, civil status, sexual orientation, philosophical or religious persuasion, political opinion, race, ethnic origin or nationality, without prejudice to the objective and realistic job requirements and competencies and provided that the candidate meets the profile in principle.

#### **Article 12. Personal data**

1. Both parties are regarded as an independent 'data controller' as referred to in the General Data Protection Regulation (GDPR) in relation to personal data made available to Kruger ES within the scope of the contract and which will be processed by Kruger ES within the scope of the contract.
2. Kruger ES will provide the Client with the necessary personal data of the candidates if and insofar as this is necessary for the performance of the contract.
3. The Client will receive and process the personal data referred in the previous paragraph as data controller, as referred to in the General Data Protection Regulation (GDPR). The Client guarantees that it will process the personal data in compliance with the GDPR. This means, inter alia, that it will delete the personal data of candidates who are rejected within the stipulated retention time-limit(s) and will inform the candidates about the processing to an adequate extent.
4. Kruger ES (i) will take appropriate technical and organisational measures to ensure compliance with the GDPR and the protection of the parties concerned, (ii) will ensure an appropriate level of technical and organisational security measures, and (iii) make sure that everyone processing personal data under its authority will treat these data as confidential.
5. The Client shall indemnify and compensate Kruger ES for any costs, damage and claims brought by third parties in connection with breach of the aforementioned guarantee.

#### **Article 13. Governing law and disputes**

1. Every contractual and non-contractual obligation between Kruger ES and the Client shall be governed exclusively by Dutch law.
2. Before taking the matter to court, the parties are obliged to enter into consultation with each other to settle the dispute by mutual consent.
3. Regarding all disputes, the parties agree to have these disputes settled exclusively by the District Court in Rotterdam.