



GENERAL TERMS AND CONDITIONS

1. Terms of payment

All our invoices are payable within 30 days. After expiration of the payment period the legal interest will be due.

- a. The professional fee agreed for the assignment includes the execution of the assignment including the recruitment of one candidate.
- b. Quoted professional fees and variable expenses exclude VAT.
- c. If one or more candidates presented by Mar Recruitment are recruited before the agreed time schedule for the assignment has expired, the full professional fee for the assignment including possible additional recruitment fees will be invoiced. Variable expenses will only be invoiced up to that date.

2. Recruitment additional candidates

- a. For each additional recruitment as a result of this engagement for the specific or another position within the organisation of the client, a fee of 25% of the first year's gross remuneration will be invoiced.
- b. If, within a period of 12 months from the closing date of the assignment additional candidates, presented by our organisation, are recruited for the specific or other positions within the client organisation, for each additionally recruited candidate a fee of 25% of the first year's gross remuneration will be invoiced.

3. Internal and external candidates

Possible external candidates who have contacted the client directly will be included in the selection process for the assignment. In the event an external candidate is recruited for this assignment the full professional fee will be payable. In the event an internal candidate in the client organisation is recruited for the position, a cancellation fee will be invoiced of one instalment.

4. Continuation of engagement

If, after the agreed time schedule for the assignment has expired and none of the candidates presented by Mar Recruitment have been recruited, then the assignment will be continued, for a period of six months, without invoicing additional professional fees. In this case Mar Recruitment will only invoice the agreed monthly variable expenses.

5. Interruption or cancellation of the assignment

The assignment can be interrupted/cancelled at any time by the client. If the interruption of the assignment extends beyond a period of 4 months than the assignment is considered to have been cancelled. In the event of a re-start a new professional fee for the assignment will be agreed with the client.

In the event of interruption or cancellation of the assignment, a cancellation fee will be invoiced of one instalment, i.e. € 7.500. If there is a cancellation of the assignment after the 2nd instalment, in this case the last instalment will be deleted.

6. Change of position and/or candidate profile

In all events (merger, reorganisation, etc.) resulting in change of definition of position and/or candidate profile by the client, Mar Recruitment reserves the right to cancel the assignment. Professional fees and variable expenses up to the cancellation date are payable. In the event of a re-start, a new professional fee for the assignment will be agreed with the client.

7. Exclusivity

Mar Recruitment accepts an assignment on the basis of exclusivity. In the event other parties are or have previously been engaged on the same or similar assignment, Mar Recruitment will only accept the assignment after the engagement with other parties has formally been terminated. Information available from previous investigations for the same or similar position will be made available to Mar Recruitment.

8. Confidentiality

- a. Mar Recruitment will treat information obtained from the client with maximum confidentiality.
- b. During a period of 2 years from date of closure of the last assignment no employees, within the organisation of the client, will be approached by Mar Recruitment for other positions handled by our organisation.
- c. Information on candidates is provided to Mar Recruitment under the condition that this is treated with absolute discretion. The candidate information provided by Mar Recruitment to the client should be treated confidentially and only distributed to persons involved in the selection and recruitment process. Candidate information may not be made available to third parties without written permission of Mar Recruitment and/or the candidates involved. It is not permitted to take references on candidates without the consent of Mar Recruitment and/or candidates.

9. Discharge

At the time recruitment for the position has been effectuated or the client cancels the assignment or decides not to fulfil the vacancy Mar Recruitment is discharged automatically.



10. Liability

Selection and recruitment of candidates remains the responsibility of the client. No liability whatsoever is accepted for damages caused by candidates recruited as a result of mediation by Mar Recruitment.

11. Applicable Law and Forum choice

- a. Dutch law is exclusively applicable with regard to Mar Recruitment arguments.
- b. The Court in Amsterdam is exclusively entitled to be informed re possible disputes between Mar Recruitment and her counterpart, among which her clients.