

General Terms and Conditions Governing **More Recruitment**

1. Definitions

The following definitions shall apply in the context of the present General Terms and Conditions Governing Recruitment:

- (A) **"More"**:
More Recruitment B.V. established in Amsterdam, the Netherlands.
- (b) **"Prospect"**:
Any natural person being recruited and selected by More Recruitment B.V. with the aim of such person concluding an employment contract with the Principal.
- (c) **"Principal"**:
Anyone on whose behalf More Recruitment B.V. engages in the recruitment and selection of Prospects.
- (d) **"Engagement"**:
The agreement between More Recruitment B.V. and the Principal in the context of which More Recruitment B.V. *vis-à-vis* the Principal engages in the recruitment and selection of a Prospect.
- (e) **"Gross Annual Income"**:
The annual income agreed between the Prospect and the Principal (based on full-time 40 hours a week employment) augmented by warranted or reasonably expected (profit-sharing) bonus or profit share, fixed entertainment allowance and sundry perquisites, a company car being made available by the Principal being regarded as representing € 4,500.00 in gross annual salary in this context.

2. Scope

- 2.1. The present General Terms and Conditions Governing Recruitment shall apply to, and shall be deemed to be included by reference in, any offers, price quotes, Engagements and agreements involving More Recruitment B.V. of the one part and the Principal of the other part, as well as applying to and being deemed to be included by reference in any ensuing agreements and/or disputes.
- 2.2. The effective date of the present Terms and Conditions has been set at 1 March 2013, to supersede with effect from this date any general recruitment terms having been issued by More Recruitment B.V. on previous occasions.
- 2.3. The validity of departures from the present General Terms and Conditions Governing Recruitment shall be strictly conditional upon the executive management of More Recruitment having confirmed same in writing, any such departures to be exclusively confined to the matter at hand while not enabling any rights in respect of juristic relationships having been entered into at a subsequent stage being derived from same.
- 2.4. The applicability of any other general business terms in use with the Principal or being referred to by the Principal is hereby explicitly ruled out.



3. Quoted Prices and Conclusion of Engagements Subject to Contract

- 3.1. All price quotes and cost estimates submitted by More Recruitment B.V. shall be unconditionally subject to contract unless it has expressly been stipulated to the contrary in an individually addressed written price quote.
- 3.2. The conclusion of any Engagement between More Recruitment B.V. and the Principal shall be strictly conditional upon More Recruitment B.V. having first confirmed the Engagement in writing or having embarked upon the Engagement's implementation.

4. Fees and Mode of Payment

A recruitment fee shall be due and payable to More Recruitment B.V. by the Principal in the amount of 25% of the Prospect's initial Gross Annual Income to be earned at the Principal's.

5. Payment

- 5.1. The Principal shall be under the obligation at all times to settle More Recruitment's B.V. invoices within no more than 30 days of the invoice date, except where it has been agreed to the contrary in writing.
- 5.2. Both the judicial and extrajudicial charges pertaining to More Recruitment B.V.'s collection from the Principal of tardy payments shall be for the Principal's account, the compensation for extrajudicial charges having been fixed at a minimum of 15% of the outstanding principal sum.
- 5.3. Payments by the Principal shall primarily be in settlement of the interest charge referred to sub 5(2) above, and shall subsequently be docked from such earliest outstanding payable as bears the earlier, or earliest, date.

6. Advertisements

More Recruitment B.V. may make its know-how and expertise in the area of advertising available to the Principal, the associated charges to be borne by the latter. The Principal may cancel any advertising instruction on condition that the advertisement in question should not yet have been accepted by the medium in question and More Recruitment B.V. should be able to effect cancellation without incurring any cancellation charge.

7. Sundry Obligations on the Principal's Part

- 7.1. The Principal shall not be entitled without More Recruitment's consent in any manner whatsoever to communicate to third parties details concerning the Prospects or introduce Prospects to third parties. In the event of the Principal introducing a Prospect having been introduced to it by More Recruitment B.V., within 18 months of it having first been introduced to such Prospect, to any other person, business or institution resulting in an employment contract being concluded or other contractual relationship being forged with such Prospect either in the latter's own name or via and/or in collaboration with natural persons with whom or legal entities with which the Prospect is associated, the Principal shall be under the obligation to settle the full fee in accordance with the provisions as set out in article 4 above of the present General Terms and Conditions Governing Recruitment.



- 7.2. In the event of the Principal turning down a Prospect having been introduced to it by More Recruitment B.V. or in the event of the Prospect turning down a proposal by the Principal to conclude an employment contract with it, with the Principal subsequently belatedly concluding an employment contract or forcing any other contractual relationship with said Prospect, either in its own name or via and/or in collaboration with natural persons with whom or legal entities with which the Prospect is associated, within 18 months of More Recruitment B.V. having first introduced the Prospect to it, the Principal shall be under the obligation to settle the full fee in accordance with the provisions as set out in article 4 above of the present General Terms and Conditions Governing Recruitment.
- 7.3 In the event that any scenario referred to sub 7(1) and 7(2) above arises whereas the contractual relationship in question is not an employment contract, "initial Gross Annual Income" as per article 4 of the present General Terms and Conditions Governing Recruitment shall be interpreted as the Prospect's expected annual turnover.

8. Premature Termination of Employment Contract

- 8.1 In the event of the Prospect's employment contract with the Principal being terminated within one month of the Prospect having first entered in the Principal's employment, the Engagement shall be deemed not to have been completed, with More Recruitment B.V. ensuring at no additional cost – except for supplementary advertising charges, the latter to be submitted for the Principal's prior approval – that the Engagement should belatedly be implemented, on condition that:
- (a) the Principal should notify More Recruitment B.V. in writing of the Prospect having resigned within seven days of said resignation having been handed in;
 - (b) resignation has not resulted from the Principal's amendment or non-performance of the employment contract;
 - (c) the key characteristics of the position have not changed;
 - (d) termination of the employment contract has not resulted from wastage, restructuring, merger or acquisition;
 - (e) the Principal has settled all of More Recruitment's invoiced amounts;
 - (f) the Principal has complied with the stipulations as set out in the present General Terms and Conditions Governing Recruitment.
- 8.2. In the event of the Principal or any Principal-affiliated natural person, legal entity, company or institution concluding a fresh employment contract with the Prospect within 12 months of the Prospect first having been introduced to it, the Principal shall be under the obligation, by way of compensation for the effort to be made by More in the interim in finding a replacement, to settle More's full fee in accordance with the provisions as set out in article 4 above of the present General Terms and Conditions Governing Recruitment.



9. Liability

More Recruitment B.V. shall make every effort to ensure that a suitable Prospect is found, albeit that it shall refrain from vouching, in any manner whatsoever, for the suitability of the proposed Prospect. Responsibility for vetting the Prospect's references (including the running of a check on diploma's/certificates earned, et cetera) shall rest with More Recruitment. No liability whatsoever shall rest with More Recruitment B.V. in respect of any loss suffered by the Principal in connection with the Engagement irrespective of whether such loss had been caused by the Prospect having subsequently turned out to be unsuitable or by other factors. The Principal hereby indemnifies More Recruitment B.V. and holds it harmless for any third-party claims in connection with the Engagement.

10. Code of Conduct

- 10.1. More Recruitment B.V. shall refrain for a two-year term of the date of termination of the final Engagement from proactively canvassing any Principal-employed Prospects.
- 10.2. The introduction of Prospects to the Principal shall be deferred until such time as they have been interviewed and brought up to date on the vacancy in question.
- 10.3. More Recruitment B.V. shall observe discretion where it concerns corporate and personal details pertaining to the Principal and the Prospect. The disclosure of personal details shall be subject to the Prospect's approval.

11 Applicable Legal System • Competent Court

- 11.1. Both the present General Terms and Conditions Governing Recruitment and the Engagement to which these apply shall be governed by Netherlands law.
- 11.2 Any disputes arising out of, or being associated with, the Engagement to which the present General Terms and Conditions Governing Recruitment apply and any disputes on the actual topic of the present General Terms and Conditions Governing Recruitment shall be adjudicated by the Amsterdam District Court in so far as the latter Court has jurisdiction

