



## General Terms and Conditions

### 1. Subject

- 1.1 MAGNA MATER RECRUITMENT undertakes to advise the client for the duration of the Consultancy Agreement (hereinafter referred to as "agreement") in relation to subjects to be indicated from time to time by the client and/or to provide the services to be provided by the client from time to time.
- 1.2 In order to fulfil its obligations under the agreement, MAGNA MATER RECRUITMENT is obliged to do no more than ensure that an employee or employees with the level of function and experience specified in the agreement (hereinafter referred to as "the employee(s)")) is available in order to carry out the work under this agreement on behalf of MAGNA MATER RECRUITMENT
- 1.3 The employee(s) will/will carry out the work specified in the agreement at the place specified in the agreement and for the period specified therein (hereinafter referred to as the 'contract period'). Changes in character or the nature of the services referred to in paragraph 1 of this Article shall be possible only after consultation with MAGNA MATER RECRUITMENT

### 2. Hours of accountability and billing

- 2.1 In the case of the work carried out for the client under the agreement by MAGNA MATER RECRUITMENT, the client will be liable to MAGNA MATER RECRUITMENT a fee equal to the number of hours spent under the contract multiplied by the hourly/hourly rates specified in the agreement (excluding B.T.W.). The client is payable to MAGNA MATER RECRUITMENT for all the time spent by the employee(s) and for all hours, that the employee(s) is/have been available to carry out the work under the agreement. The client is not liable for hours during which the employee(s) is ill, with holiday or without the client's permission is absent.
- 2.2 MAGNA MATER RECRUITMENT will provide the client with hours- registration forms during the course of a contract period on which forms are listed the hours spent by the employee(s). The client will immediately check the forms and return them to MAGNA MATER RECRUITMENT for agreement, unless the client cannot agree to the number of specified hours, in which case the client will immediately notify MAGNA MATER RECRUITMENT accordingly. If the client does not inform MAGNA MATER RECRUITMENT within 3 working days, after any time registration form has been provided to him, that he cannot consent to its contents, the time registration form shall automatically be approved.
- 2.3 Two sign authorities will be appointed by the Client for the approval of the time states.
- 2.4 Based on the time registration forms referred to in paragraph 2 of this Article, Magna Mater Recruitment will bill the rate/rates listed in the agreement twice a month. MAGNA MATER RECRUITMENT reserves the right to deviate from that period. If this is changed, MAGNA MATER RECRUITMENT will announce this to the Client.
- 2.5 The hours worked by the employee(s) of MAGNA MATER RECRUITMENT at the request of the client outside the working hours of 07:00 to 20:00 are taxed to the client as follows, unless otherwise agreed: on Saturdays from 0.00 - 24.00: 150%; on Sundays from 0.00 - 24.00: 200%; on other days from 0.00 - 07.00 and from 20.00 - 24.00: 150%; these hours will be clearly indicated on the time accountability form.
- 2.6 In addition to the fees referred to in paragraph 1 of this Article, the client undertakes to reimburse MAGNA MATER RECRUITMENT all costs actually incurred by MAGNA MATER RECRUITMENT and/or the employee(s) in connection with the performance of the work under the contract, insofar as these costs are reasonably necessary for the performance of the work. MAGNA MATER RECRUITMENT and/or the employee(s) will ask the client for written permission before such costs are incurred.

- 2.7 The client is obliged to pay all invoices within 14 days. If this period is exceeded, MAGNA MATER RECRUITMENT is entitled to pay a fine of 1.5 % for each month that the amount is paid late. A reminder to do so is not required.
- 2.8 If the client wishes to see a purchase order number / PO number and/or different invoice address indicated on the invoice, this must be completed by the client on the agreement, or at the latest before the preparation of the relevant invoice must be made known in writing to MAGNA MATER RECRUITMENT. In the absence of this information, MAGNA MATER RECRUITMENT reserves the right to send the invoice, after which the client has to pay the invoice within the payment period.
- 2.9 If the client fails to pay an invoice amount or part of it within the time limit set, or otherwise fails to meet his obligations, MAGNA MATER RECRUITMENT is entitled to terminate all or part of the contract without default or judicial intervention and to recover the unpaid part of the delivered.
- 2.10 In addition, MAGNA MATER RECRUITMENT is entitled to terminate the agreement in the event of suspension of payment, bankruptcy, suspension of payment, liquidation of the client. Dissolution and readmission shall be without prejudice to the right to compensation for loss or damage.

### **3. Intellectual Property**

- 3.1 MAGNA MATER RECRUITMENT undertakes to keep secret, both during and after the termination of the activities described in the contract, all confidential and business data relating to the client's company, which have been informed to it as a matter of carrying out its activities.
- 3.2 MAGNA MATER RECRUITMENT undertakes to impose a similar obligation of confidentiality on the co-worker(s). MAGNA MATER RECRUITMENT tries to ensure that, to the extent reasonably possible, all rights of intellectual property relating to copyrighted works, designs and inventions produced by MAGNA MATER RECRUITMENT and/or the employee(s) during the duration of the contract and under the agreement produced for the client will be forwarded to the client at the end of the contract. If MAGNA MATER RECRUITMENT and/or employee(s) are required to use copyrighted works, models and/or inventions to carry out their work under the agreement in respect of which intellectual property rights are granted to third parties, so that the client will have to conclude a licensing agreement with this third party for the purposes of their use, MAGNA MATER RECRUITMENT will inform the client about this. Such licensing agreements are concluded at the client's expense.
- 3.3 MAGNA MATER RECRUITMENT and/or the employee(s) cannot be held liable for any infringement of intellectual and/or industrial property rights, unless the client proves that such an infringement is due to work carried out by MAGNA MATER RECRUITMENT under the agreement.

### **4. Liability and safeguarding**

- 4.1 Magna Mater Recruitment will not give any guarantee of any kind as to the results of its work under the Agreement. MAGNA MATER RECRUITMENT is obliged to do nothing more than to make every effort to ensure that the employee(s) can carry out the assignment to the best of their knowledge and can, in accordance with the care, expertise and craftsmanship, which could be counted on in the given contract situation. Any liability for damages suffered by the client as a result of non-timely or not proper compliance by MAGNA MATER RECRUITMENT of its obligations under the agreement is hereby expressly excluded, unless such damage was caused by intent or gross negligence of MAGNA MATER RECRUITMENT.
- 4.2 MAGNA MATER RECRUITMENT expressly excludes any damage suffered by the client, its staff or any third party of any kind, insofar as this damage has been caused by the employee(s), even if this is due to the intention or gross negligence of the employee(s). The employee(s) is/are not authorized to represent MAGNA MATER RECRUITMENT in any way.
- 4.3 MAGNA MATER RECRUITMENT is never required to compensate for loss of profit, business damage, (additional) costs, indirect damage or indirect loss and damage to third parties or any other consequential damage.
- 4.4 The client is required to safeguard MAGNA MATER RECRUITMENT from all real damages in respect of claims of third parties related to the agreement and to safeguard all related financial consequences.
- 4.5 If the claim of a third party is based on infringement of any right of industrial and/or intellectual property, the liability of MAGNA MATER RECRUITMENT will be limited to the choice of MAGNA MATER

RECRUITMENT and in consultation with the client, either to change and/or remove the infringing product, or obtain a license from the third party on behalf of the client, where the cost of the change or the license will be borne by the client, unless the infringement is due to the intention or gross fault of MAGNA MATER RECRUITMENT or the employee(s) in which case MAGNA MATER RECRUITMENT will bear the cost of the change or license.

- 4.6 Without prejudice to the provisions provided for in the preceding paragraphs, the liability of MAGNA MATER RECRUITMENT will in no case exceed the amount of the business as specified in the agreement from which the liability derives from fees paid by the client.
- 4.7 The client undertakes to take the necessary preventive (safety) measures, including, but not limited to this purpose, to make 'backups' of software and/or data, to prevent the client from suffering damage from the work of employee(s).
- 4.8 MAGNA MATER RECRUITMENT is never liable for amounts higher than indicated in its liability insurance policy.

## **5. Force Majeure**

- 5.1 FINANCE B.V. is prevented by force majeure of a permanent or temporary nature from implementing the agreement (further), is MAGNA MATER RECRUITMENT entitled to regard the contract as dissolved without any obligation to compensate and without prejudice to the rights to be granted to it, without legal intervention, or to suspend the (further) implementation of the agreement. Force majeure occurs if, as a result of any circumstance, it is not possible to reasonably require MAGNA MATER RECRUITMENT to fulfil its obligations, even if that circumstance was foreseeable at the time of the conclusion of the contract.
- 5.2 In any case, force majeure is an uproar, war, or danger of war, natural disasters, transport difficulties, customs strikes, export, import or transit bans, strikes or boycotts of MAGNA MATER RECRUITMENT or its suppliers, as well as in the event of a subcontractor failing or failing to fulfil its obligations in a timely manner, illness and/or incapacity for work and/or failure of the employee(s), and if any government coercive legislation makes it impossible to carry out the work.
- 5.3 The client is required at all times, even in the case of force majeure on the part of the client, to pay the fees due to MAGNA MATER RECRUITMENT under the agreement to MAGNA MATER RECRUITMENT

## **6. Clients obligations**

- 6.1 The client undertakes to provide the employee(s) to the extent necessary for the performance of the work as defined in the agreement proper office space, secretarial assistance, telephone, and other tools, including, but not limited, computer equipment, services and (assistance) goods. The aforementioned services, tools and (aid) goods will only be used for the purposes of the work under the agreement, unless any other use is permitted by the client.
- 6.2 The client undertakes to provide the employee(s) with all the information that is necessary and desirable in order to enable the employee(s) to carry out the work under the agreement.
- 6.3 The client provides the MAGNA MATER RECRUITMENT employee(s) with a workplace in accordance with the occupational health and safety regulations.

## **7. Replacement of the employee(s)**

- 7.1 MAGNA MATER RECRUITMENT has the right to always replace the employee(s) provided that such a replacement does not adversely affect the quality of the work under the agreement. Any replacement as intended for this purpose will have to be approved by the client in advance, on the understanding that the client is obliged to grant his approval, unless this is unreasonable.
- 7.2 MAGNA MATER RECRUITMENT has the right to temporarily replace the employee with another employee during the withdrawal of leave rights by the employee deployed for 10 consecutive working days or more. The working time is on behalf of MAGNA MATER RECRUITMENT If the nature of the work is such that there is no reasonable benefit for the client to benefit from a replacement, MAGNA MATER RECRUITMENT will not make use of the law.
- 7.3 The client undertakes to provide the employee(s) with all the information that is necessary and desirable in order to enable the employee(s) to carry out the work under the agreement.

**7.4** The client provides the MAGNA MATER RECRUITMENT employee(s) with a workplace in accordance with the occupational health and safety regulations.

**8. Premium tax / income tax**

8.1 The employee(s) will not be able to be regarded under any circumstances as the client employee(s)

8.2 The client is therefore not liable for any income and/or payroll tax due in the event of any work due by the employee(s), or national insurance contributions and/or social insurance contributions.

**9. Duration of the agreement**

9.1 The contract will automatically end after the contract period, without any cancellation required.

Each party shall have the right to terminate the contract at any time during the contract period subject to two whole calendar months' notice. Interim denunciation shall be valid only if it is made in writing.

**10. Changes in applied rate**

10.1 MAGNA MATER RECRUITMENT reserves the right to adjust the agreed rate annually as of 1 January in the context of inflation adjustment.

**11. Non-competition**

11.1 The Parties undertake not to employ staff of the other person, both during this Agreement and for 12 months after its termination, and/or to be employed directly or indirectly for its benefit. Staff means all employees employed by MAGNA MATER RECRUITMENT and/or employees at Magna Mater Recruitment of contract agreement attached to MAGNA MATER RECRUITMENT. This prohibition also applies to ex-employees of MAGNA MATER RECRUITMENT who, for a period of twelve months prior to a possible employment with the client, have carried out work on behalf of MAGNA MATER RECRUITMENT for the client.

11.2 In the case of infringement of the provisions of paragraph 1 of this Article, the client will be liable to MAGNA MATER RECRUITMENT a directly eligible fine of € 10,000 (say: ten thousand euros) per violation plus € 2,000, - (say: 2,000 euros) for each day that the violation continues.

**12. Extension of agreement**

12.1 If the client wishes to extend any contract period, it must inform MAGNA MATER RECRUITMENT in writing at least 1 month before the end of the contract period. MAGNA MATER RECRUITMENT is, however, never required to agree to any extension of the contract period.

**13. Applicable law / competent court**

13.1 The agreement is limited to Dutch law. In the event of disputes concerning the agreement, or further agreements which may result thereof, these disputes will be referred to the competent court in Gravenhage to the exclusion of any other court, unless MAGNA MATER RECRUITMENT prefers to submit to the judgment of another competent, non-Dutch, judge.

**14. General Provisions**

14.1 Amendments to the agreement or additions thereto shall be valid only to the extent agreed in writing.

14.2 If one or more provisions of the Agreement are annulled or destroyed, the other provisions of this Agreement shall remain in force. The Parties shall consult on the provisions which are void or destroyed in order to make a replacement arrangement subject to the retention of the scope of this Agreement as a whole.

**15. Change and location**

15.1 These conditions have been deposited at the canteen of the Chamber of Commerce in The Hague. The last deposited version applies at all time.