

GENERAL TERMS AND CONDITIONS OF EXPAND

Article 1. Applicability - General

1. These general terms and conditions apply to all offers, orders and agreements made by Expand with the Client relating to work to be performed and/or services to be provided by Expand. The present terms and conditions also apply to all agreements between Expand and a Client, for the execution of which Expand needs to engage third parties. Expand will provide these general terms and conditions at the time its offer is made and/or an agreement is entered into, as well as submit or provide these terms and conditions free of charge at any written request by an interested party. In addition, these terms and conditions can also be referred to on our website www.expand.nl

2. Any provisions and agreements deviating from these general terms and conditions are only binding on Expand to the extent their applicability has been explicitly agreed in writing with Expand. Any terms and conditions applied by the Client or referred to by the Client do not apply, unless expressly confirmed by Expand in writing. An explicit written acceptance of terms and conditions applies, unless explicitly stated otherwise in writing, exclusively to the agreement in question.

3. Every Client or other party who at any time has entered into agreements with Expand under the applicability of these terms and conditions is also deemed to have unconditionally agreed to the applicability of these terms and conditions to all subsequent quotations and consultancy issued by Expand, as well as subsequent agreements concluded with Expand, and related (preparatory) activities.

Article 2. Definitions

In these general terms and conditions, the terms below are defined as follows:

a. 'Expand': Expand's department that recruits and (pre)selects staff on behalf of the Client, and gives recommendations to the client on final selection, terms of employment and onboarding methods at the client's request.

b. 'Candidate': any natural person who is contacted and/or nominated by Expand and/or by the Client, or who expresses his/her wish to be contacted and/or nominated with respect to an assignment.

c. 'Client': any natural person and/or legal entity who, through the intermediary of Expand, is provided or wants to be provided with managerial staff.

d. 'Assignment' and/or 'Agreement': the agreement between Expand and the Client, on the basis of which Expand will perform its work and/or provide its services.

e. 'Management fee': the fee that the Client is due to Expand for work performed and expenses incurred with respect to a recruitment and selection assignment.

f. 'Base rate': the applicable minimum management fee, which is set at € 15,000. For Executive Search, the base rate is set at € 30,000.

g. In case a 'retainer' applies, the instalments already paid are non-refundable.

Article 3. Conclusion and term of the agreement

1. An Agreement as referred to in the previous article under d. will be deemed to have been concluded after acceptance of the quotation by the Client has been confirmed in writing by Expand, or after Expand has started its implementation. An Assignment between Expand and the Client will also be considered to have started if the Client invites a Candidate introduced by Expand.

2. Amendments and additions to an existing Agreement can only be binding on the parties after these amendments and/or additions have been explicitly agreed with Expand in writing. Expand is entitled to attach further conditions to its consent to these changes or additions.

3. The Agreement shall be entered into for the duration of one specific Assignment, unless the parties expressly agree otherwise in writing.

Article 4. Quotations

An offer made by Expand is valid for a period of 4 weeks. Offers that have not been accepted in writing within 4 weeks will lapse, unless Expand agrees to a later acceptance in writing.

Article 5. Force majeure

1. Force majeure will in any case include, but is not limited to, unforeseen circumstances with regard to persons and/or material that Expand uses or tends to use in the performance of the Agreement, which are of such a nature that performance of the Agreement and therefore compliance by Expand with the Agreement cannot reasonably be required. Such circumstances include, but are not limited to: strikes, lockouts, obstruction by third parties, failure to comply with third parties engaged by Expand in the performance of the Agreement, transport disruptions and extreme weather conditions. In the event of force majeure, Expand's obligations will be suspended. In such a case, Expand is only obliged to (continue to) execute the Assignment as soon as this is reasonably possible. If the force majeure results in a delay, the Customer will have to accept the delay without being entitled to any compensation whatsoever.

2. If Expand has already partially fulfilled its obligations when the force majeure occurs, Expand is entitled to invoice the effectively executed part of the agreement separately and the Client is obliged to pay the relevant invoice as if it were a separate transaction.

Article 6. Copyright and Property Rights

1. The copyright, trademark law, designs and other industrial and intellectual property rights to all the documents that Expand uses to perform its activities are vested in Expand.
2. The documents referred to in Article 6, paragraph 1 are the property of Expand. Partly in order to protect the privacy of candidates, Expand is never obliged to hand over these documents or a copy thereof to the Client.
3. The Client owns and retains the copyright to all documents provided by him. Expand may reproduce these documents with respect to the execution of the Agreement, but is obliged to return the original documents by the end of the Agreement, if expressly requested to do so by the Client. Expand is at all times entitled to keep copies of the documents provided by the Client for its files as well as for internal instruction purposes.
4. Where not covered by the obligation of confidentiality, Expand may use any knowledge acquired during the execution of the Agreement for other purposes.

Article 7. Execution of activities

1. Expand will execute the Agreement to the best of its knowledge and ability and in accordance with the standards of proper professional practice. The commitments for Expand under the Agreement are to be regarded as best-effort commitments. Expand is entitled to outsource the work or parts of the work to third parties. Upon request, Expand will provide the Client with further information about whether or not third parties have been involved in the execution of the Assignment.
2. The Client ensures that all information and/or facilities indicated by Expand as necessary or of which the Client can reasonably understand they are necessary for the performance of the Agreement, are provided to Expand in good time.
3. Expand undertakes to maintain the confidentiality of all information received about the Client's company under the Assignment, which it may suspect to be of a confidential nature, and undertakes to impose the same duty of confidentiality on its employees and/or on third parties engaged by it.
4. Candidate details must be treated confidentially by the Client and must not be passed on to third parties.

Article 8. Liability

1. Expand will only accept liability towards the Client for damage caused as a result of a shortcoming attributable to Expand in the execution of an Agreement or due to tort, if this is covered by its liability insurance and only to the extent that the insurer pays out in such a case.

2. Apart from the cases referred to in paragraph 1, the liability shall always be limited to an amount equal to once the applicable base rate.

3. Expand is never liable for damage caused by:

a. inaccurate and/or incomplete and/or not timely provided information from the Client;

b. loss of data. The Client will provide back-up and files or copies of other data provided by the Client to Expand;

c. any default on the part of the Client in the fulfilment of his obligations, including the provision of and sufficient cooperation in the performance of the Agreement. If the circumstances referred to in this paragraph lead to claims by third parties against Expand, the Client will indemnify Expand against such claims;

d. the failure or insufficient performance of the Candidate assessed by Expand. Expand makes every effort to find a suitable Candidate, but does not provide any guarantee as to 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 employing a candidate introduced by Expand;

e. violation of the duty of confidentiality as laid down in article 7 by either its personnel or by third parties engaged by it, unless in the case of intent or gross negligence on the part of Expand itself, explicitly not including its non-managerial staff.

4. Expand is never liable for consequential damage, which in any case includes incurred loss, lost turnover and/or profit and missed savings.

5. Expand cannot be held liable if the Client has the option of recovering the loss directly from a third party or from his insurance company.

Article 9. Fees

The payment due by the Client to Expand for services provided will be determined for each individual agreement between the parties. Expand's fees are set in Dutch currency, unless explicitly stated otherwise, excluding VAT and other similar levies. The Client is expected to know and accept Expand's fees stated in the order confirmation and in the cost estimate.

Article 10. Payment and consequences of non-payment

1. The Client is obliged to pay any invoice submitted by Expand for the execution of a assignment taken on within 30 days from the invoice date, unless the Client on the one

hand and Expand on the other hand have explicitly agreed otherwise in writing.

2. The Client is expressly not entitled to set off outstanding invoices against any claim against Expand, nor is the Client entitled to apply any discount, or to seize the goods to the detriment of Expand.

3. If the Client has not paid within the period referred to under paragraph 1 of this article, he is deemed to be in default by operation of law. In addition, Expand is entitled to charge the Client all extrajudicial and judicial costs (even if in excess of the usual liquidation rate) that Expand incurs or has to incur in order to claim performance, dissolution or compensation under the Agreement from the Client, whether or not in court, or to defend itself against claims made by the Client.

4. The Client will be due extrajudicial costs in any case in which Expand has insured itself with regard to legal assistance, including the collection of amounts due to Expand, for the assistance of third parties. Without prejudice to any further rights and claims, extrajudicial costs will in any case amount to at least 15% of the amount due or of the amount for which Expand calls the Client to account or for which Client calls Expand to account.

5. Payments made by the Client will be processed in accordance with Article 44 of Book 6 of the Dutch Civil Code, and consequently, payments will first be applied to pay the costs referred to in the previous paragraphs, then to pay the interest due as also referred to above and finally to pay the principal amount due and the accrued interest.

6. If the Client is in default with regard to any payment to Expand, Expand has the right to suspend the further performance of the Agreement and any other agreements entered into with the Client, whether or not with respect to the Assignment, and to dissolve these, to the extent they have not yet been carried out, through a statement to that effect, expressly without prejudice to Expand's right to claim compensation for such dissolution, in particular on account of the costs of loss of profit and of non-remunerated or already remunerated costs or expenses.

Article 11. Competition clause

1. Up to two years after termination of the agreement with Expand, the Client is explicitly not entitled to directly enter into an employment contract with any proposed Candidate as referred to in Article 2, or to directly or indirectly post such Candidate with the Client's company or affiliated companies, without Expand's express written consent.

Article 12. (Premature) termination of the Agreement

1. The Client is only and exclusively entitled to terminate the Agreement prematurely in the event of a suspension of payment on the part of the Client, bankruptcy on the part of the Client, force majeure within the meaning of the law and if the vacancy handled by

Expand is still filled by an employee of the Client.

2. If the Client terminates the Assignment prematurely, the Client will be due to Expand a management fee of 50% of the base rate if the termination takes place before the recruitment phase, and 100% of the base rate if the termination takes place after the recruitment phase, plus all costs incurred by Expand. The premature termination of the Agreement shall be effected through a registered, written statement to that effect.

2. The Assignment shall in any case end by operation of law at the time of the agreement and signing of an employment contract between the Client and the candidate.

Article 13. Special provisions

Advertising frame/name logo, the name of Expand or text may not be used by the Client for (re)placement, unless such placement is arranged by or in any case has the written approval of Expand. Without Expand's permission, a Client is not permitted to refer to the name of Expand in his own text or to mention it in any other way. The unwillingness to use a text designed by Expand or the postponement of a proposed recruitment and selection assignment to another or a specific date, of which the text in question forms an essential part, does not release the Client from the obligation to pay for hours already spent and work already carried out by Expand.

Article 14. Penalty clause

If the client acts contrary to one or more of the obligations arising from articles 6. (Copyright and Property Rights), 7. (Confidentiality) and 11. (Competition) of these General Terms and Conditions, the Client will forfeit to Expand, without prior notice of default or a summons being required and regardless of whether the infringement can be attributed to the Client, for each infringement a one-off immediately payable penalty equal to the amount of the agreed base fee, as well as a penalty of € 1,000.00 for each day or part of a day of the duration of the infringement, which is without prejudice to Expand's right to claim performance or full compensation from the Client.

Article 15. Applicable law and competent court

All quotations and agreements to which these terms and conditions apply, shall be governed exclusively by Dutch law. All disputes relating to or arising from the agreement(s) concluded with Expand or the quotation(s) made with Expand will exclusively be submitted to the competent Dutch court in 's-Hertogenbosch, subject to the situation where any mandatory regulation applicable in the Netherlands explicitly provides otherwise.

Article 16. Invalidity and validity of provisions

If one or more provisions of the general terms and conditions prove to be null and void or invalid, the other provisions of this agreement shall remain in force.