



GENERAL TERMS AND CONDITIONS RECRUITMENT, SELECTION AND SECONDMENT

Article 1 - Definitions 1.1. *Contractor*: Profi-Workers V.o.f., with its registered office at [address], registered with the Chamber of Commerce under number 90700910. 1.2. *Client*: The party entering into an agreement with Profi-Workers regarding recruitment, selection and/or secondment. 1.3. *Candidate*: Any person introduced by Profi-Workers to the client for a position. 1.4. *Agreement*: The agreement for the provision of services concluded between the contractor and the client. 1.5. *Detachment*: The temporary posting of a candidate to the client by Profi-Workers.

Article 2 - Applicability 2.1. These general terms and conditions apply to all offers, agreements and deliveries of services by Profi-Workers. 2.2. Deviations from these terms and conditions are only binding if agreed in writing.

Article 3 - Recruitment and Selection 3.1. Profi-Workers works on the basis of No Cure, No Pay. Only upon successful placement will a fee be charged. 3.2. The recruitment and selection fee is 23% of the candidate's gross annual salary, excluding VAT. 3.3. For exclusive assignments where Profi-Workers is the only party filling the assignment and it is not placed anywhere else, a recruitment and selection fee of 19% applies. 3.4. The client bears the final responsibility for the final selection and appointment of the candidate. 3.5. If a candidate proposed by Profi-Workers is hired by the client within 12 months of introduction, the client shall still owe the full recruitment and selection fee. 3.6. A probationary period of 2 months applies to each candidate placed. If the candidate proves unsuitable, Profi-Workers will offer a replacement candidate free of charge. 3.7. If it is not possible to find a suitable replacement within these 2 months, Profi-Workers will refund 50% of the invoiced amount to the client. 3.8. The candidate will remain employed by Profi-Workers for one year. If the candidate becomes employed by the client within this year, a penalty of €15,000 will be charged. In addition, the client may not approach candidates proposed by Profi-Workers directly or indirectly for employment without written permission from Profi-Workers, for a period of 12 months after introduction. Violation of this will result in a fine of €15,000 per violation.

3.9. Profi-Workers offers packages by arrangement where the entire recruitment process is taken over, including employer branding, recruitment, screening and interviews. Standard monthly costs are €2500 per month plus a fee of 12% per candidate placed. The details of this will be agreed per assignment.

Article 4 - Secondment 4.1. Upon secondment, the candidate shall remain employed by Profi-Workers, unless otherwise agreed. 4.2. The client is responsible for a safe working environment and compliance with applicable laws and regulations. 4.3. Invoicing shall be based on the agreed hourly rates and actual hours worked.

Article 5 - Fees and Payment 5.1. The fee for recruitment and selection is a percentage of the candidate's gross annual salary, as agreed in the agreement. 5.2. For



secondment, the hourly rates stipulated in the agreement shall apply. 5.3. Invoices must be paid within 14 days of the invoice date. In case of non-timely payment, client shall owe default interest of 1% per month without further notice. In addition, collection costs of 15% on the outstanding amount will be charged. For exclusive assignments or customized recruitment packages, Profi-Workers may require a deposit of 30% of the expected fee.

Article 6 - Liability 6.1. Profi-Workers makes every effort to provide quality candidates, but cannot be held liable for damages resulting from the actions or omissions of a placed candidate. 6.2. Liability of Profi-Workers is in all cases limited to the amount paid out under the liability insurance in the case in question, and is limited to a maximum of 50% of the order value. Profi-Workers shall not be liable for indirect damages, consequential damages, lost profits or trading losses arising from the provision of services.

Article 7 - Secrecy and Privacy 7.1. Both parties undertake to maintain the confidentiality of all confidential information provided under the agreement. 7.2. Personal data shall be processed in accordance with the applicable privacy legislation (AVG).

Article 8 - Duration and Termination 8.1. The agreement shall be entered into for the duration as agreed in the order confirmation. 8.2. Premature termination shall only be possible if one of the parties has materially failed in the fulfillment of its obligations and has been given written notice of default with a reasonable time to remedy.

Article 9 - Applicable Law and Disputes 9.1. These general terms and conditions and all agreements between parties are governed by Dutch law. 9.2. Disputes arising from this agreement will be submitted to the competent court in Haarlem. Before legal proceedings are initiated, the parties will endeavor to settle the dispute amicably through mediation or arbitration.

Article 10 - Force Majeure 10.1. Profi-Workers shall not be liable if it cannot fulfill its obligations due to force majeure. Force majeure means circumstances beyond the control of Profi-Workers, such as natural disasters, strikes, government measures or economic crises.

Article 11 - Final Provisions 10.1. Should any provision in these terms and conditions prove to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. 10.2. Profi-Workers reserves the right to change these terms and conditions unilaterally, with prior notice to client.