

GENERAL TERMS AND CONDITIONS Rvdb INTERIM

1. Definitions

Rvdb: Part of the private company RaymakersKayser Personeel en Organisatie BV, located in Amsterdam with its office at Hoogoorddreef 54P, 1101 BE, Chamber of Commerce number 32089287, hereinafter referred to as Rvdb.

Client: The party that is providing an assignment to Rvdb or that Rvdb is rendering services to.

Interim Consultant: a person who is employed under contract with Rvdb or is self-employed working through Rvdb and is provided by Rvdb to the Client for the duration of a project.

2. Validity of General Terms and Conditions

2.1 These General Terms and Conditions are applicable to all agreements entered into between Rvdb and the Client and to all assignments or services which are rendered by Rvdb or the Interim Consultant to the Client.

3. Establishment of Agreements

3.1 Agreements with Rvdb are established by written acceptance of the Rvdb proposal by the Client or, in the absence of a written rejection of the Rvdb proposal by the Client, by Rvdb executing or starting to execute the assignment. Execution of the assignment and forming of an agreement are established if the Client invites a Candidate proposed by Rvdb for a meeting or interview within a period of six months after the proposal of Rvdb.

4. Assignments

4.1 The execution of the assignment by Rvdb constitutes an obligation to perform to the best of its abilities.

4.2 Rvdb will execute the assignment on the basis of information provided by the Client.

5. Provision of Information and Co-Operation

5.1 The Client will provide to Rvdb all information relevant to the execution of the assignment in a timely and complete manner. The Client will also provide a reasonable level of co-operation which is necessary for Rvdb to execute the assignment.

5.2 The Client will inform Rvdb and the Interim Consultant regularly on the progress of the assignments and the way in which the assignment is conducted by the Interim Consultant.

6. Hours Worked

6.1 Interim Consultants will register the hours worked on Rvdb time-sheets, to be submitted to the Client for approval within 2 working days after the end of the month.

The Client will ensure that the Interim Consultant is able to forward the approved timesheets to Rvdb within two days after receipt.

7. Work Disability Interim Consultant

7.1 In case of work disability ('arbeidsongeschiktheid') of a placed Interim Consultant for more than one consecutive month, the Client will enable Rvdb to provide a replacement consultant with the same quality and experience and Rvdb will have the obligation to perform to the best of its abilities. While the Interim Consultant is incapacitated for work, the Client does not owe Rvdb any fee.

8. Holiday Interim Consultant

8.1 The Client will allow the Interim Consultant to take holiday hours or days in consultation with Rvdb and the Interim Consultant. During holiday hours or days the Client is not charged.

9. Fees and Payment

9.1 Rvdb invoices a monthly fee payable by the Client for the hours worked and costs incurred by the Interim Consultant.

9.2 The fee for the services rendered by the Interim Consultant is calculated based on the number of hours / days per month the Interim Consultant actually worked or agreed with the Client, plus travel costs or other expenses.

9.3 Rvdb is entitled to index the rates it applies and the remuneration for the Interim Consultant in current agreements as of January 1 of each year using the percentage of the year-on-year change of the Consumer Price Index (CPI) of Statistics Netherlands (CBS).

9.4 In the case of secondment agreements that last longer than 3 months, Rvdb is entitled to pass on increases to the Client and change its rates and fees accordingly after 3 months of costs incurred, without prejudice to the right to indexation as referred to in the previous paragraph.

9.5 At the commencement of the assignment, Rvdb will invoice an advance amount totalling 100% of the monthly expected invoice. Upon completion of the contract, the advance invoice will be netted off.

9.6 Payment of invoices by Client is due within 14 days of invoice date. The netting of payments by the Client is not permitted.

9.7 In case of non-payment or late payment, the statutory interest to be calculated from the due date of the invoice, as well as any debt-collecting charges, will be at the expense of the Client.

10. Compensation Interim Consultant and Wage Taxes

- 10.1 Rvdb is responsible for the payment of wages or fees to the placed Interim Consultant and the wage taxes related to this. Rvdb indemnifies the Client for claims in respect to the respective Interim Consultant and the Tax Authorities.

11. Intellectual Property Rights

- 11.1 All intellectual property rights of Rvdb or Rvdb engaged third parties remain reserved for Rvdb or Rvdb engaged third parties, also if they have their basis in the context of work on behalf of the Client.

12. Liability

- 12.1 If, during the execution of an assignment an event occurs that leads to a liability by Rvdb, that liability will be limited to the amount of the fee to be paid by the Client to Rvdb regarding the assignment in question, the maximum being the amount paid out under the liability insurance taken out by Rvdb in that case, plus the excess. If the damage results from an assignment that lasts longer than 6 months, the amount of damages is limited to the amount of the compensation for 6 months prior to the occurrence of the damage in question.

- 12.2 In the case of work performed for the Client by the Rvdb Interim Consultant under the authority and direct management of the Client, Rvdb is not liable for the activities of the Interim Consultant, nor for any possible resulting damage thereof.

- 12.3 Any claims from the Client will be submitted to Rvdb as soon as possible after the damage is known, though at the latest within three months afterwards. Rights to any claims will expire one year after the claim has been known.

- 12.4 Rvdb is, except in cases of intent or gross negligence, not liable for indirect, non-material, business or consequential damages.

- 12.5 With regard to the Interim Consultants placed by Rvdb, the Client will adhere to the obligations towards employees and Interim Consultants pursuant to the Civil Code ('Burgelijk Wetboek'), the Working Conditions Act ('Arbowet'), the GDPR, the Working Hours Act ('Arbeidstijdenwet') and other regulations regarding safety, health, psychosocial pressure and the privacy of employees and Interim Consultants.

Pursuant to Section 7:658 of the Civil Code and Section 6:107 through 6:108 of the Civil Code, the Client will be liable for the damages suffered by the placed Rvdb Consultant in carrying out the activities for the Client, unless the Client provides evidence that he has fully fulfilled his obligations or that the damage is the result of intent or conscious recklessness of the Rvdb Interim Consultant.

The Client exempts Rvdb at all times against claims of Interim Consultants and the associated costs for Rvdb.

- 12.6 The Client will insure themselves sufficiently against the Client's liability on the basis of the previous paragraph of this article. At the request of Rvdb, the Client will submit proof of insurance.

13. Confidentiality and Privacy

- 13.1 Rvdb will not disclose confidential information and details of the Client to third parties and will demand confidentiality from employees and (Interim) staff members. With regard to the assignment Rvdb will take all possible precautions to protect the Client's interests.
- 13.2 The Client will not provide any information to third parties about the approach and work methods of Rvdb, nor will the Client provide Rvdb proposals or reports or make them available for inspection to third parties, without prior written consent of Rvdb. Rvdb is entitled to refer to the Client as a business relation and to include the Client in a list of business relations / Clients on the website, or published via other communications, unless the Client objects to that in writing.
- 13.3 With regard to an assignment or other agreement, there will be regular exchange of personal data, in particular of candidates and/or Interim Consultants. The Client and Rvdb are obligated to treat this data confidentially in accordance with GDPR/AVG and related legislation and regulations. If Rvdb (with approval of the candidate or Interim Consultant) exchanges personal data with their Client, the Client will automatically be co-responsible for the processing of this data. The client also undertakes to destroy the data of candidates who are not continuing in the recruitment process.

14. Termination

- 14.1 If the assignment has been entered into for a fixed period, the assignment legally ends at the end of that period, barring an extension that is agreed at the latest one month before the end of the period. If the assignment is established for the execution of an project, the assignment legally ends when the project has been completed. The project is deemed to be complete if there is no relevant work for the Interim Consultant resulting from it or if written notice is given by the Client indicating that the project has been deemed to be complete. This notice of completion should be given in writing as soon as possible, though preferably one month in advance.
- 14.2 If the agreement is established for a fixed period, premature written dissolution is possible as follows:
 - a) with due observance of a notice period of one month at the end of a calendar month, if, due to unforeseen circumstances beyond the control of the Interim Consultant, the hiring/involvement of the Interim Consultant is no longer necessary.
 - b) with immediate effect, if the Interim Consultant is not performing properly and shows no improvement in his/her performance within a reasonable period of a minimum of 2 weeks after a written warning from the Client to the Interim Consultant, drawn up in consultation with Rvdb.
 - c) with immediate effect, if the performance of the Interim Consultant is resulting in a compelling reason for immediate dismissal and the Client substantiates this in writing to the satisfaction of Rvdb.

- 14.3 Rvdb is entitled to terminate the placement agreement with the Client on the date that the Interim Consultant's Labour contract or contract for services with Rvdb ends and Rvdb has no suitable replacement available.
- 14.4 Either party is entitled to terminate the assignment agreement with immediate effect in the event of bankruptcy or (request of) suspension of payment of the other party, or in case the other party falls under bankruptcy laws ('Wet Schuldsanering Natuurlijke Personen').
- 14.5 Notices and terminations will always have to be in writing / by email.
- 14.6 Fees for services rendered or expenses incurred by the Interim Consultant up to the date of termination of the agreement will be reimbursed by the Client to Rvdb.
- 14.7 After termination of the agreement between the parties and after the end of the placement of an Interim Consultant, Articles 15 and 16 of the underlying Interim Terms & Conditions remain in full effect.
15. Hiring placed Interim Consultants during the term of secondment
- 15.1 After Rvdb has proposed a candidate or during the term of an interim assignment, the Client is, under the below-mentioned conditions in paragraph 2 and paragraph 3, and, if applicable, paragraph 5, entitled to:
- enter into a direct relationship (whether or not in employment) with the candidate proposed or Interim employee placed by Rvdb, or
 - establish a relationship between the candidate or Interim employee and an affiliate company of the Client, or
 - establish a relationship between the Client or its affiliated company and a temporary employment agency or another secondment or payroll agency.
- 15.2 Excepted from paragraph 1 are Interim Consultants employed by Rvdb who follow a training program (the Rvdb selection) and who are in their first year of employment at Rvdb.
- 15.3 The relationships previously mentioned in subparagraph 1 can be entered into against payment of a fee by the Client to Rvdb consisting of a percentage of the Gross Annual Salary agreed upon by the Client or third party involved and the candidate or Interim employee in question as follows:
- From the moment the candidate has been invited up to month 3 of the assignment: 22%.
 - 4-6 months after the start of the assignment: 19%.
 - 7-12 months after the start of the assignment: 15%.
 - 13-18 months after the start of the assignment: 7%.
 - More than 18 months after the start of the assignment or presenting a candidate: no fee.
- 15.4 The Gross Annual Salary is defined as 12 times the full-time gross monthly salary agreed by the Client and the Interim Consultant or candidate in question, including 8% holiday allowance, any 13th month and/or any agreed fixed bonus, or in the case of self-employment, 12 times the monthly full-time fee ex VAT.

- 15.5 Regarding employees who belong to the Interim employees employed by Rvdb (the Rvdb Selection): in addition to the fees mentioned in article 15.3, the Client should also pay the following fee to Rvdb:
- Acquisition by the Client in the first year of employment at Rvdb is not possible.
 - In the case of acquisition in the second year of the Interim Consultant's employment at Rvdb: an additional fee of € 7,500 ex VAT.
 - In the case of acquisition during the third year of the Interim Consultant's employment at Rvdb: an additional fee of € 5,000 ex VAT.
 - If the Client employs the Interim Consultant after the end of the Interim period but within a period of 18 months after the start of secondment, whether directly, through a third party, or through self-employment, the agreement with Rvdb will be deemed to have been resumed or continued under the same conditions with adaptation to the then applicable salary/rate and employment terms. The Client should pay Rvdb a fee in accordance with the provisions of Article 15, paragraph 3. The duration of the secondment by Rvdb is decisive for the calculation of the fee.

16. Applicable Law and Disputes

- 16.1 Any legal relationship between the Client and Rvdb is subject to Dutch law. Only the appointed Court in Amsterdam is authorized to take note of any dispute between Rvdb and the Client, unless Rvdb accepts the authority of another Court. In case of dispute, the parties will attempt to resolve the dispute through mediation by an NMI registered mediator before the case is brought to Civil Court.

Amsterdam Zuidoost, October 2020