

Terms and Conditions for Permanent Recruitment Services at Projob BV

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Content

Introduction	3
Article 1 Definitions.....	3
Article 2 General	3
Article 3 Recruitment fee and costs.....	3
Article 4 Payment and billing	4
Article 5 Obligation to use best endeavors.....	4
Article 6 Discrimination.....	4
Article 7 Special requirements concerning identity and the processing of personal data.....	4
Article 8 Recruitment guarantee	5
Article 9 Confidentiality	5
Article 10 Liability.....	5
Article 11 Jurisdiction and applicable law.....	5
Article 12 Final provision.....	5

Introduction

This document lays out the terms and conditions governing the recruitment services at Projob BV, hereafter to be referred to as Projob. These terms and conditions apply to all offers, assignments and agreements between Projob and Projob's Clients, wherever a recruitment placement with a direct hire of the Candidate by the Client is concerned. The applicability of any terms and conditions or purchase conditions originating from the Client is expressly excluded.

In case any exceptions to these terms and conditions are agreed upon, this will be laid out in a contract that is signed by Projob and the Client. The contract shall supersede these terms and conditions.

Article 1 Definitions

In these terms and conditions, the following definitions apply:

1. **Placement:** The moment when the Client enters into an employment relationship of any kind for itself or through and/or for third parties, with a Candidate proposed by Projob;
2. **Employment Contract:** As defined in the civil code;
3. **Candidate:** The person recommended for employment to the Client by Projob;
4. **Assignment:** An assignment given to Projob by the Client to recruit Candidates for the job role provided by the Client;
5. **Client:** The person, company or legal entity, including any subsidiaries or affiliated companies to whom Candidates are recommended;
6. **Projob:** Projob bv, located in Amsterdam.

Article 2 General

1. Recruitment is the assignment whereby Projob selects one or more Candidates and introduces them verbally or in writing to the Client for the purpose of employment (or a comparable form of work agreement).
2. The acceptance of a work agreement with the Client by the Candidate introduced by Projob constitutes a successful recruitment assignment.

Article 3 Recruitment fee and costs

1. Projob works on a 'no cure no pay' basis, whereby a recruitment fee is only charged when a Candidate selected by Projob is hired by the Client.
2. For every placement that Projob achieves for its Client, the Client owes a fee to Projob. The fee is a percentage of the gross full-time annual salary including holiday allowance and any fixed emoluments such as a 13th month or year-end bonus.
3. The recruitment fee, plus VAT, will be invoiced in the first week of the placement of the selected Candidate.
4. Only if expressly agreed in writing between Projob and the Client, will the Client also owe Projob any costs incurred by Projob for the execution of the contract.
5. Successful fulfillment of the recruitment and selection assignment also means that a Candidate introduced by Projob to the Client will be employed within 12 months of that introduction for the same or another position or otherwise employed in any way by the Client or an affiliated company or via a third party. The recruitment fee is owed even in cases where the Candidate introduced by Projob is known to the Client via a job application or any other connection.

Article 4 Payment and billing

1. The Client is required to pay any invoice submitted by Projob within 8 days of the date of the invoice, unless otherwise agreed in writing between the Client and Projob.
2. If an invoice from Projob is not paid within 8 calendar days after it is sent, the Client shall be legally in default by operation of the law from that point forward, without notice of default, and shall owe interest on the outstanding amount of 1% per calendar month, whereby part of a month constitutes a full month.
3. The copy of the invoice sent by Projob in Projob's possession shall serve as full proof of the indebtedness of interest and the day on which the interest calculation begins.
4. Disputes regarding any invoice must be submitted to Projob in writing within 7 calendar days of the date the invoice was sent. The burden of proof regarding timely submission of the claim rests with the Client. After this deadline, complaints will no longer be considered and the Client's right to dispute the matter will be forfeited. A complaint does not affect the payment obligation.
5. All costs of collection, including the full costs of legal assistance, both in and out of court - by whomsoever provided - shall be borne entirely by the Client.
6. The Client is not authorized to offset the invoice amount, regardless of whether they dispute it, against any counterclaim, justified or unjustified, and/or to suspend payment of the invoice.

Article 5 Obligation to use best endeavors

1. Projob is required to make every effort to recruit and select suitable Candidates for employment with the Client. The Client is responsible for making the decision to enter into an Employment Contract with a Candidate selected by Projob, as well as for the content of this Employment Contract.

Article 6 Discrimination

1. Projob shall, when entering into and performing the Assignment, only set and take into account requirements relevant to the position. Projob shall not make any prohibited distinctions on the basis of religion, belief, political affiliation, race, gender, nationality, sexual orientation, marital status, disability, chronic illness or age.

Article 7 Special requirements concerning identity and the processing of personal data

1. Projob processes personal data if there is a justified and specific purpose for doing so. The personal data is handled and secured carefully. Projob does this in accordance with the applicable (privacy) laws and regulations, including the General Data Protection Regulation.
2. The Client is not permitted to provide details of candidates proposed by Projob to third parties without prior written permission from Projob.
3. The Client expressly declares that they are familiar with the applicable laws and regulations concerning the processing of personal data. Projob and the Client shall allow each other to comply with the aforementioned legislation. In any case, the Client shall only use the personal details of proposed Candidates obtained through Projob, regardless of whether they enter into an employment relationship with the Client, for the purpose for which they were obtained, shall not store these details any longer than permitted by law and shall ensure adequate security of these personal details.
4. With regard to foreign nationals, the Client explicitly declares itself familiar with the Wav (Dutch labour law concerning foreign nationals). Projob is not responsible or liable for any fine imposed on the Client under the terms of the Wav legislation.

Article 8 Recruitment Guarantee

1. Projob has a guarantee scheme on its recruitment & selection services.
2. The guarantee scheme has a time frame of three months.
3. If a newly hired employee turns out not to be the right match within three months, the Client will receive a credit note from Projob.
4. The credit note refers to the total invoice amount divided by the guarantee period of three months multiplied by the remaining term of the guarantee period.

Article 9 Confidentiality

1. Neither Projob nor the Client shall provide any confidential information from or about the other party, its activities and relations, that has come to their knowledge as a result of the assignment, to any third parties, unless - and then only insofar as - the provision of that information is necessary to properly carry out the assignment or they are under a legal obligation to disclose it.
2. The Client is free to impose a direct obligation of confidentiality on the Candidate during the application process.
3. Projob shall not be liable for any fine, penalty or any damages incurred by the Client as a result of a breach of a duty of confidentiality by the Candidate.

Article 10 Liability

1. A Client that fails to fulfill or improperly fulfills its obligations under these General Terms and Conditions, and/or improperly complies with any other agreements shall be liable to compensate Projob for all resulting damages.
2. The Client accepts that Projob is in no way liable for any shortcomings of candidates, and/or damages in any form whatsoever, directly or indirectly caused by Candidates selected by Projob or the damages suffered when Projob fails to nominate a Candidate.

Article 11 Jurisdiction and applicable law

1. These General Conditions, as well as all assignments and/or other agreements are governed by Dutch law.
2. All disputes arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply shall be settled in the first instance by the competent court of the district in which Projob's head office is located.

Article 12 Final Provision

1. If one or more provisions of these General Conditions are null and void or annulled, the other provisions of the General Conditions, assignments and/or other agreements shall remain in force. The provisions that are not legally valid or cannot legally be applied will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.