

GENERAL TERMS AND CONDITIONS

of

SMELT WERVING & SELECTIE B.V. **(permanent placement)**

Smelt Werving & Selectie B.V. has its registered office in Hilversum, the Netherlands and maintains its place of business at Olympia 2G, (1213 NT) Hilversum, listed in the trade register of the Chamber of Commerce and Industry Gooi en Eemland at Amersfoort, under file number KvK 30105542.

Article 1 General

Smelt Werving & Selectie B.V. is engaged in permanent placement of staff at organisations in the pharmaceutical, commercial and public healthcare sectors.

Article 2 Applicability

- 2.1 All offers, contracts from and the performance thereof are governed exclusively by these General Terms and Conditions. Any varying terms and conditions used by the other party will be binding for Smelt Werving & Selectie only and insofar as Smelt Werving & Selectie has declared in writing that it accepts these. If Smelt Werving & Selectie has accepted such varying terms and conditions in writing, these Terms and Conditions shall otherwise continue to apply, even if this is not explicitly stipulated. Variations from these Terms and Conditions must be explicitly agreed with us in writing. The other party cannot derive any rights with respect to subsequent agreements from any variations that may be agreed; thus variations accepted by us shall always be non-recurrent.
- 2.2 Once the General Terms and Conditions are applicable, they shall apply to subsequent agreements concluded between parties, without any further statement being required and to all non-contractual relationships between parties, unless they are explicitly excluded. If these General Terms and Conditions are amended, but their general substance has not changed, the new, amended General Terms and Conditions will apply instead of these General Terms and Conditions.
- 2.3 If any provision contained in these General Terms and Conditions is null and void or is declared null and void, the nullity of that provision will be only partial and no longer strictly necessary and the other provisions contained in these General Terms and Conditions shall remain fully in force. The foregoing also applies explicitly to a Customer who is a consumer as provided for in art. 6:236 and 6:237 of the Netherlands Civil Code.
- 2.4 Customer and/or Client grants Smelt Werving & Selectie permission in advance to transfer the agreement to an affiliated company if Smelt Werving & Selectie considers that desirable. The stipulations are also entered into for third parties, which are engaged by or for Smelt Werving & Selectie in its relationship with the Customer and/or Client. In order to contest their liability, such third parties may invoke these conditions directly vis-à-vis the Customer and/or Client. Article 7:404 of the Netherlands Civil Code is explicitly excluded.

- 2.5 Limitations to liability that are related to amounts, apply jointly in respect of the total liability of Smelt Werving & Selectie and third parties engaged by it, and do not accumulate in respect of each party against which an action is brought.

Article 3 Agreements

- 3.1 Agreements are concluded by means of the signing and returning of the confirmation sent by us. An agreement has been concluded and shall take effect on the date on which this is received by Smelt Werving & Selectie or on the date on which Smelt Werving & Selectie actually starts to perform the work or if the conduct of the Customer makes it apparent that the assignment has been granted to Smelt Werving & Selectie.
- 3.2 Offers are without engagement and are revocable. Revocation is effective immediately and is possible until the offer is accepted and as long as Smelt Werving & Selectie has not received a letter of confirmation from the other party or tacitly, in case the offer has not been accepted within the relevant term set or if the signed agreement or in any event the confirmation of the agreement is not received within the relevant term set.
- 3.3 In the event of a written confirmation of an assignment by Smelt Werving & Selectie, the content of the assignment confirmation shall be deemed to be the content of the agreement, which is binding for both parties.
- 3.4 An agreement can be dissolved by Smelt Werving & Selectie, if it appears in practice that the assignment cannot be performed due to circumstances at the company, preventing Smelt Werving & Selectie from realising its target or if the target is changed, necessitating an amendment to the assignment. If these grounds for dissolving the agreement arise, 50% of the agreed fee is payable by the Customer.
- 3.5 The Customer is entitled to dissolve the agreement on economic or organisational grounds relating to the company. In such an event the Customer must notify Smelt Werving & Selectie, stating reasons and enclosing documents proving these reasons that it wishes to dissolve the agreement on these grounds. Such dissolution is a reason for us to restrict our fee to sending an invoice in respect of the hours worked by us, with a maximum of two-thirds of the fee previously stipulated with, however, a minimum equivalent to the sum of the advance invoice sent.
- 3.6 Dissolution as provided for in this article always takes place by sending a registered letter, which is signed and returned.
- 3.7 For the duration of the services and within one year after the termination of these services neither party is permitted to employ and/or have work carried out for it and/or enter into negotiations with and/or to make a proposal to persons employed by the other party who are involved or have been involved in the performance of the services, unless they have the prior written consent of the other party.

Article 4 Exclusivity

Unless explicitly agreed otherwise in writing, recruitment and selection assignments are issued on the basis of exclusivity. This means that Smelt Werving & Selectie is the only party instructed to undertake the recruitment and selection and/or to give substance to a job or vacancy. Should Candidates apply through the other party or third parties, then Smelt Werving & Selectie shall include these Candidates in the procedure. The other party shall be obliged to inform Smelt Werving & Selectie of such Candidates.

Article 5 Performing the services

- 5.1 Smelt Werving & Selectie makes every effort to provide its services with due care. Smelt Werving & Selectie explicitly provides its services in respect of the Customer and/or Client of the relevant third party. However, Smelt Werving & Selectie does not guarantee that the Client's or Customer of relevant third party's intended results will be achieved. Smelt Werving & Selectie does not guarantee the suitability of the use of the services by the Customer and/or Client, except where the suitability of the use is explicitly laid down in the agreement.
- 5.2 Customer and/or Client is obliged to provide all data and information requested by Smelt Werving & Selectie. In addition, the Customer and/or Client is obliged to inform Smelt Werving & Selectie of all other facts and circumstances that could be relevant in order to perform the agreement correctly.
- 5.3 Smelt Werving & Selectie assists Customer in performing the work described in the order confirmation by providing employees.

Article 6 Fees

- 6.1 Customer will owe a fee as described in the order confirmation in respect of the work performed by Smelt Werving & Selectie. This does not cover external costs such as expenses related to travel and overnight accommodation incurred by trainers, coaches, consultants and organisation advisers.
- 6.2 Smelt Werving & Selectie is in all cases entitled to adjust the agreed prices and/or rates for its services by means of a written notification to the Customer and/or Client.
- 6.3 If Customer and/or Client does not wish to agree to a price and/or rate adjustment announced by Smelt Werving & Selectie, Customer and/or Client is entitled to dissolve the agreement in writing within seven working days with effect from the date on which the price and/or rate adjustment announced by Smelt Werving & Selectie would have become effective.
- 6.4 Fees are all quoted exclusive of VAT.
- 6.5 Invoices shall be sent to the other party a posteriori, with the exception of the first (upfront) invoice which shall be sent in advance, if and to the extent this and the amount have been agreed in respect of the recruitment and selection assignment. Invoices will be sent monthly, after offering the introduced Candidate a labour agreement or any other form of relationship agreement.
- 6.6 Reasoned objections to the correctness of the invoices should be submitted in writing to Smelt Werving & Selectie within 14 days of the invoice date; in the absence of a written objection the other party shall be deemed to have agreed to the entire invoice. After this period has expired, objections shall no longer be dealt with and the rights of the other party shall be deemed to have lapsed.
Objection in respect of the correctness of the invoice must be sent to Smelt Werving & Selectie together with written substantiation, within 14 days of the invoice date. If the Customer fails to do so, he will be deemed to have accepted the whole invoice. After this term of objections will not be dealt with and the Customers' right will lapse.
- 6.7 If the Customer disputes the correctness of an invoice he will nonetheless be obliged to pay the portion of the invoice that has not be contested. The Customer is not entitled to set off debts.

Article 7 Payment

- 7.1 Invoices sent by Smelt Werving & Selectie must be paid without applying any compensation or setoff within 30 days after the invoice date. All payments must be effected by means of a transfer of the sum explicitly stated on the invoice to Smelt Werving & Selectie's bank account, quoting the invoice number. Payments must be effected in the currency in which the agreed prices are denominated.

- 7.2 Any payment made by the other party will first be applied to settle any interest it owes and legal and other costs as provided for in the following articles and will then be applied to settle the oldest outstanding claim.
- 7.3 The other party will be in default merely because the aforementioned term of 30 days after the invoice date has elapsed; notice of default is not required in that respect, unless there are grounds for granting the other party a reasonable term in which to comply.
- 7.4 If the Customer does not pay in a timely manner any amount that it owes or if the Customer applies for a suspension of payment or is declared bankrupt, the Customer will be in default by operation of law without any notice of default being required, in which case all Smelt Werving & Selectie's claims against the Customer will immediately be due and payable. Smelt Werving & Selectie will also be entitled to payment of default interest at a rate of 1.25% a month, in which context a portion of a month will be considered a full month.
- 7.5 All out-of-court costs will be paid by the Customer. Out-of-court costs will be deemed to be at least 15% of the total amount due, with a minimum of EUR 350.

Article 8 Time

Smelt Werving & Selectie will not be in default merely because a single term of delivery agreed is exceeded, nor will Customer and/or Client be entitled to compensation of any damage he sustains in that respect.

Article 9 Force majeure

- 9.1 In the event of a situation involving force majeure on the part of Smelt Werving & Selectie, the performance of the agreement will be suspended as long as the situation of force majeure renders performance impossible, without prejudice to Smelt Werving & Selectie's authority to dissolve the agreement without judicial intervention being required, in which case the other party will be obliged to pay only the reasonable fee for the work already performed, to be determined by Smelt Werving & Selectie.
- 9.2.1 Force majeure include fire, strikes, lock outs, sabotage, riots, revolts, mobilization, war, risk of war, state of war, state of siege, traffic obstruction on land, water or in the air, floods, floating ice and other transport impediments and government measures, without Smelt Werving & Selectie being obliged to demonstrate their effect on the impediment or delay.

Article 10 Liability/ Confidential data

- 10.1 In the event of either culpable or unlawful acts, the liability of Smelt Werving & Selectie shall be explicitly excluded in respect of any loss other than direct loss; this exclusion shall include indirect loss, resulting loss and loss due to delays etc.
- 10.2 An exception to the provision of paragraph 1 shall only be made if there is a question of wilful misconduct or gross negligence on the part of Smelt Werving & Selectie or on the part of the managerial personnel of Smelt Werving & Selectie, in which case the liability shall be limited to an amount equal to the amount invoiced in respect of the Candidate.
- 10.3 The other party shall indemnify Smelt Werving & Selectie for any claim from third parties. Should, despite the above, Smelt Werving & Selectie be held liable by a third party and Smelt Werving & Selectie has in the case concerned had to pay damages, then Smelt Werving & Selectie shall have the right of recourse on the other party for the whole amount it had to pay in terms of compensation and costs.
- 10.4 A condition of the right to any compensation is that the other party dispatches a reasoned protest to Smelt Werving & Selectie as soon as - and at the latest within three months - the other party has or could reasonably have been expected to have discovered the defect. The

- liability shall lapse within one year of the defect having been discovered, and at the latest within a year of the recruitment and selection assignment having been completed.
- 10.5 The other party is ultimately responsible for the choice of Candidate. Consequently, Smelt Werving & Selectie excludes any form of liability for the consequences of the actions and omissions of Candidates (and the resulting losses which arise) who are employed as a result of the execution of the assignment on behalf of the Customer.
- 10.6 Smelt Werving & Selectie shall be released from all its obligations once a Candidate has accepted an offer or if the Customer decides to cancel the assignment.
- 10.7 Any information provided by Smelt Werving & Selectie to the other party is highly confidential and personal. Consequently, the other party must treat the information with the utmost discretion and the information should only be made available to third parties who are directly involved with Smelt Werving & Selectie.
No data, either verbal or written, should be made available to other parties unless the person (or persons) involved or Smelt Werving & Selectie has given explicit written permission. Without the explicit written permission of the Candidate or Smelt Werving & Selectie, no background checks may be made on a Candidate's references.
- 10.8 Unless it has a legal professional duty to divulge, Smelt Werving & Selectie shall never make available or pass on to third parties any confidential information about the other party acquired during the execution of the work. In every case, confidential information shall be understood to mean any information designated confidential by the other party.
- 10.9 After completion of the assignment and within the framework of the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*), all curricula vitae and supplementary information about the Candidates and/or employees provided to the other party by Smelt Werving & Selectie must be returned to Smelt Werving & Selectie or destroyed.

Article 11 Applicability

Insofar as one of the provisions in these General Terms and Conditions is wholly or partially inapplicable for whatever reason, this provision or this part of the provision will be deemed to be replaced by an applicable provision, which, as regards its effect, is as similar as possible to aforesaid provision. This inapplicability of one or different provisions contained in these General Terms and Conditions will leave the applicability of the other provisions unimpaired.

Article 12 Ownership

All documents, including psychological assessments reports, photographs, reference reports and curricula, Customer receives regarding the introduction of a Candidate will be destroyed by Customer within four weeks after closing the hiring procedure.

Article 13 Acquisition of temporary employees

The Customer is not permitted to allow the (temporary) employee referred to in the order confirmation to perform work for him in the context of an employment relationship or via third parties. Aforesaid prohibition applies during the term of the and for a period of 12 months after the execution of the order has ended, unless the Customer has obtained prior written consent of Smelt Werving & Selectie. This consent may be subject to conditions. In the event that the provisions contained in this Article are violated, the Customer will forfeit a penalty due on call to the amount of EUR 20,000.

Article 14 Protection against dangers

- 14.1 The Customer will fully comply with all the provisions contained in Article 7:658 of the Dutch Civil Code with respect to the temporary employee who is involved in the work. The Customer is fully liable towards the employee in this respect. The Customer explicitly indemnifies Smelt Werving & Selectie against any claim brought by the employee in question.
- 14.2 If Smelt Werving & Selectie is held liable by an employee and Smelt Werving & Selectie has had to pay compensation in that respect, Smelt Werving & Selectie will have a right of recourse against the other party in respect of the full amount of the compensation and costs.

Article 15 Good commissioning practice (temporary employees)

- 15.1 In supervising or managing a temporary employee and with respect to the performance of the work, it is the Customer's duty to act in the same conscientious manner that it is required to observe in respect of its own employees.
- 15.2 The Customer is not permitted to second a temporary employee in turn to a third party, i.e. to make the temporary employee available to a third party to perform work under the supervision or management of that third party. Secondment to a third party includes secondment to a natural person or legal entity with whom or with which the principal is affiliated in a group of companies within the meaning of Article 7:691(6) of the Dutch Civil Code.
- 15.3 The other party may allow a temporary employee to work other than pursuant to the provisions contained in the conditions contained in the order and these Terms and Conditions only if Smelt Werving & Selectie has granted prior written permission to do so. Smelt Werving & Selectie may attach conditions to such permission.
- 15.4 The other party is not permitted to allow a temporary employee to work outside the Netherlands without explicitly informing Smelt Werving & Selectie and obtaining its prior written permission to do so. In order to obtain such permission, Smelt Werving & Selectie must in any event be informed of the country, the city, the nature of the work and the estimated term of the stay abroad.

Article 16 Candidates taking up employment

- 16.1 Customer offers a candidate introduced by Smelt Werving & Selectie within two years after the date of introduction a labour agreement, directly or indirectly, or allows Candidates to perform work for him in any other context of an employment relationship or via third parties, or agrees with candidate a service agreement during a specific period of time, directly or indirectly, Customer will be invoiced as stated in Article 4 Honoraria.
- 16.2 If a Candidate introduced to the other party by Smelt Werving & Selectie takes up employment with the other party, or a company affiliated to the other party, within two years of the introduction, or commits him/herself to undertaking certain services for a specific /limited period or commits him/herself to accepting work and/or assignments, then the other party shall be due to pay Smelt Werving & Selectie the agreed fees.
- 16.3 If a Candidate introduced by Smelt Werving & Selectie terminates his employment relationship with Customer within three months after entering the labour agreement, solely initiated by the introduced Candidate, Smelt Werving & Selectie will conduct the recruitment and selection procedure for the same position free of charges once, excluding costs as paper advertisement and travelling expenses.
- 16.4 If a Candidate introduced to the other party by Smelt Werving & Selectie unilaterally terminates his/ her labour agreement within three months of having entered into it, Smelt Werving & Selectie shall repeat the recruitment and selection process on one occasion and free of charge, with the exception of advertising, travel and accommodation costs.

- 16.5 If the other party wishes to enter into a labour agreement with more than one of the Candidates involved in the selection procedure concerned, then the entire fee shall be charged for each Candidate with whom a labour agreement is concluded.
- 16.6 In case Customer offers more than one candidate introduced by Smelt Werving & Selectie for one search, selection and recruitment procedure a labour agreement or any other agreement linked with an employment relationship, Customer will be charged for each candidate hired separately.
- 16.7 Customer will be invoiced per candidate as candidate works on a fulltime basis.

Article 17 **Applicable law**

All agreements between Smelt Werving & Selectie and the other party are governed exclusively by Dutch law.

Article 18 **Competent court**

Any disputes that arise between Smelt Werving & Selectie and the other party in connection with agreements that the parties have concluded will be resolved exclusively by the court of Utrecht, the Netherlands, unless another court has jurisdiction pursuant to a mandatory provision of the law.

Article 19 **Depot**

These terms and conditions have been included on the 10th of July 2022 in the deposit at the chamber of commerce and factories Gooi and Eemland in Amersfoort, as from which date all our previous general terms and conditions must be regarded as cancelled.