

GENERAL TERMS AND CONDITIONS

of

SMC Smelt Management Consultancy B.V., established at Amalialaan 41b in Baarn, trading as Smelt Werving • Selectie B.V., Smelt Executive • Search B.V., SMC Smelt Management Consultancy “Werving & Selectie” and SMC Smelt Management Consultancy “Detachering”.

Article 1 General

Smelt Werving • Selectie B.V., licence number CBA/A 91.0342, specialises in the recruitment and selection of personnel within the commercial health care sector using four types of procedure:

- A. File Search
- B. Executive Search
- C. Advertising
- D. Combination of Advertising and Executive Search

If the client so wishes, we will arrange for candidates to be tested psychologically or by the assessment centre method.

Smelt Werving • Selectie B.V./SMC Smelt Management Consultancy “Detachering”, licence number CBA/T 94.0165, specialises in providing temporary workers.

Article 2 Applicability

- A. All our offers and agreements and their implementation are exclusively governed by the present terms and conditions.
- B. Any variant terms and conditions used by the other party are not binding on us unless we have declared in writing that we agree to them.
- C. Variations to these terms must in any case be agreed expressly with us in writing.
- D. If we have agreed in writing to the applicability of such variant terms, the present terms and conditions remain otherwise in force even where this has not been expressly stated.
- E. The other party cannot derive any rights in respect of future agreements from any variations agreed to these terms; accordingly, variations accepted by us apply only to that particular case.

Article 3 Agreements

A. Agreements are formed by the signing of the confirmation of a concluded agreement that we send out and the return of that signed confirmation to us, and commence on the day that the signed confirmation is received by us. Quotations are without obligation and may be withdrawn. Withdrawal is immediately effective and remains possible until an offer has been accepted as long as we have not received a letter of confirmation from the other party. Tacit withdrawal applies if the quotation has not been accepted within the set period or if the signed agreement or confirmation of the agreement has not been received within a period set for that purpose.

Assignments are performed solely on an exclusive basis. If another firm is working on the same assignment, Smelt Werving • Selectie can only accept the assignment once the cooperation with the other firm has been terminated formally.

B. Where we have confirmed an assignment in writing, the content of the assignment confirmation is deemed to be the content of the agreement that is binding on both parties.

C. We may dissolve an agreement if, given the company circumstances, the job requirements prove to be so unreasonable in practice that Smelt Werving • Selectie cannot propose any suitable candidates as a result. We may also dissolve an agreement if during the period of the agreement the client changes the job requirements to such an extent that, as a result, the job profile is changed in practice. If these grounds for dissolution occur, the client will be obliged to pay us 50% of the agreed fee.

D. The client has the right to dissolve the agreement if there are economic or organisational reasons to do so. In such a case, the client must notify us that the agreement has been dissolved for these reasons and send us documentary proof of these reasons. Dissolution in such a case means that we will limit our fee to the submission of a claim for the hours worked by us, which will not exceed two-thirds of the initially quoted fee, but will be at least equal to the amount of the invoice submitted for advance payment.

E. Dissolution as referred to in this article is to be effected in all cases by means of a letter sent by registered mail with proof of delivery.

Article 4 Fees

A. The client will be liable to pay a fee as defined in the assignment confirmation in return for the work to be performed by Smelt Werving • Selectie B.V. That fee does not include external costs such as travel and accommodation expenses incurred by candidates.

B. The term “gross all-in annual salary” is to be understood as the salary on an annual basis, including holiday supplement, 13th month, bonus and average commission or incentive.

C. We will submit an invoice for advance payment when the recruitment and selection assignment is placed with us.

D. Costs of additions and/or changes to the assignment or agreement are for the other party's account.

E. The fees are exclusive of value-added tax.

Article 5 Force majeure

- A. In the event of force majeure affecting us, performance of the agreement will be suspended for as long as the state of force majeure makes it impossible for us to implement the agreement, without prejudice to our right to dissolve the agreement without recourse to the courts. In the latter case, the other party will be obliged only to pay a reasonable reimbursement, to be determined by us, for the work already performed.
- B. Force majeure includes but is not restricted to fire, strike, lock-out, sabotage, civil commotion, riot, mobilisation, war, threat of war, state of war, state of siege, obstruction of road, rail, air or water traffic, flooding, floating ice and other delays to transport, and official measures. We shall not be obliged to demonstrate how such an occurrence has influenced the delay or hindrance in question.

Article 6 Liability/Confidential information

- A. We are not under any circumstances liable for trading loss or any other loss or damage whatsoever that may result either directly or indirectly to the other party and/or third parties from the advice given by us or from the services provided by us or from delay in or non-delivery of such advice or services.
- B. The only exception to what is stipulated in (A) is in the event of wilful misconduct or gross negligence by us or by our managers, in which case our liability is limited to a sum equal to the invoiced amount.
- C. Except in the case of gross negligence or wilful misconduct by us or our managers, the client indemnifies us against all third-party claims, however designated, for compensation for loss, costs or interest.
- D. The client is responsible for the final choice of a candidate. Smelt Werving • Selectie excludes all liability for the consequences of the acts and omissions of candidates who have entered the client's employment partly as a result of our performance of the client's assignment, and for the resultant consequential loss.
- E. Smelt Werving • Selectie is discharged from all its obligations once a candidate has accepted an offer or if the client decides to cancel the assignment as described in article 3(D).
- F. The information provided by Smelt Werving • Selectie to the client is extremely confidential and personal. The client must therefore deal with the information provided with the utmost discretion, and communication of that information to third parties must be limited to those persons directly involved in the selection process. Details, whether oral or written, shall not be released to other persons unless the candidate or Smelt Werving • Selectie have given express written permission for this to be done.
The candidate's references may not be investigated except with the express written permission of the candidate or Smelt Werving • Selectie.

Article 7 **Payment**

- A. Our invoices must be paid in full within fourteen days of date of invoice without any discount or set-off.
- B. All payments must be made at our office or into an account to be designated by us.
- C. Payments must be made in the currency in which agreed prices are expressed.
- D. Each payment made by the other party will be applied first in settlement of the interest payable by it together with court costs and out-of-court costs as specified in the following articles, and will thereafter be applied to reduce the oldest outstanding debt.
- E. The other party will be in default of payment by the simple expiry of the above period of fourteen days after date of invoice; no notice of default is required unless there are grounds for setting the other party a reasonable further period to comply.

Article 8 **Interest**

- A. If a period of credit of more than fourteen days has been approved or has been taken improperly, the other party will be due to pay interest on the amount of the invoice from the invoice date.
- B. That interest is at the rate of 1.5% per month.

Article 9 **Costs**

- A. If we find ourselves obliged to hand over the collection of the amount owed to us by the other party to an outside agency, both the court costs and the out-of-court costs will be payable in full by the other party.
- B. In the event of late payment the out-of-court collection costs will amount to at least 15% of the sum to be collected, with a minimum of EUR 113.45.

Article 10

- A. Insofar as one of the provisions contained in these General Terms and Conditions is wholly or partially inapplicable for whatever reason, that provision or that part of the provision shall be deemed to be replaced by an applicable provision corresponding as closely as possible in its effect to the original provision.
- B. The inapplicability of one or more of the provisions of these General Terms and Conditions shall not affect the applicability of the other provisions.

Article 11

- A. If within two years after his or her introduction to the client a candidate introduced by Smelt Werving • Selectie B.V. enters the employment of the client or of an enterprise affiliated to the client, or undertakes to perform specified services during a specified/limited period of time, or undertakes to contract for work and/or an assignment or assignments, the client will be liable to pay the (set) fee as described in Smelt Werving • Selectie B.V.'s "Fee for Recruitment and Selection".
- B. If a candidate introduced by Smelt Werving • Selectie B.V. cancels his or her employment contract unilaterally within three months after it has been concluded, Smelt Werving • Selectie B.V. will conduct the recruitment and selection procedure one further time free of charge, except for advertising costs and travel and accommodation expenses.
- C. If the client wishes to enter into an employment contract with two or more of the candidates from the relevant selection procedure, the full fee will be payable for each candidate to be appointed.

Article 12 Applicable law

All agreements between us and the other party shall be governed solely by Dutch law.

Article 13 Competent courts

All disputes that may arise between us and the other party in connection with agreements concluded between the parties shall be settled exclusively by the District Court in Utrecht unless another court proves to have jurisdiction under some provision of mandatory law.

Article 14 Filing

These terms and conditions were filed with the Chamber of Commerce and Industry for Gooi and Eemland in Amersfoort in October 2002, and all earlier versions of our General Terms and Conditions are to be regarded as cancelled with effect from that date.