

General terms and conditions - HRM Consulting Retainer

Definitions

1. In these general terms and conditions, the terms listed below have the following meaning:
 - **HRM Consultancy:** Löger Engineeronomics, trading under the name of LÖGER Engineeronomics, and part of Löger Group, is a sole trader under Dutch law.
 - **Client:** the counterparty with whom the HRM Consultancy has agreed upon an agreement for the provision of services.
 - **Candidate:** the natural person sourced and selected by the HRM Consultancy to fill the vacancy at the Client's company.
 - **Gross Annual Salary:** the salary and other emoluments on a full year and full-time basis employment (forty hours) during the first year in the employment of the Client.
 - **Introduction:** presentation of the Candidate's details by the HRM Consultancy to the Client. It is irrelevant whether the Client already knows the Candidate.
 - **Appointment:** an agreement between the Candidate and the Client regarding temporary or permanent employment or the provision of services for the Client, in the broadest sense.
 - **Agreement:** the agreement for the provision of services between the Client and the HRM Consultancy.
 - **Placement 'On Hold':** It in any way suspending of the intermediary agreement or intermediary activities by the Client with the HRM Consultancy in any manner.

Applicability general terms and conditions

2. **2.1** Any assignment(s) granted to LÖGER Engineeronomics will be accepted and executed only subject to applicability of these general terms and conditions and govern all (legal) relationships ensuing from these agreements. A client's assignment in which reference is made to the client's general terms and conditions will be accepted by or on behalf of Löger Engineeronomics only while explicitly rejecting the client's latter general terms and conditions.
2.2 The HRM Consultancy reserves the right to unilaterally amend these general terms and conditions. An amendment will also apply in respect of agreements that were concluded prior to the amendment. An amendment will not enter into force until **14 days** after the Client or the Candidate has been notified of the amendment. The notification has no prescribed form.
2.3 If one or more of the provisions contained in these general terms and conditions are null and void or nullified, the remaining provisions contained in these general terms and conditions will continue to apply in full. In such cases the HRM Consultancy and the Client will consult in order to agree on new provisions to replace the provisions that are null and void or that have been nullified, in which context the intention and purport of the original provision will be taken into consideration to every extent possible.

Exclusivity

3. The Agreement is entered into under the condition of partial exclusivity, unless the parties agree otherwise, which must be confirmed in by HRM Consultancy. If the parties agree on full exclusivity and the Client acts contrary to the agreed exclusivity the Client will owe a penalty that is due on call equal to the minimum fee referred to in **Article 6** of these Terms and Conditions, without prejudice to the HRM Consultancy's right to recover the actual damage sustained if it exceeds the amount of that penalty.

Conclusion of the Agreement

4. **4.1** The manner in which the assignment for the provision of services is granted by the Client to the HRM Consultancy has no fixed form. The Agreement is concluded by acceptance and signing of the Client's assignment for the provision of services by the HRM Consultancy as well as by the acceptance of the HRM Consultancy's offer to provide services, by the Client.

4.2 After the Client has granted the Agreement, the HRM Consultancy will be entitled to use the Client's name and/or logo in order to support the provision of the services and promotion of the Client.

Filling the Appointment, Trial Period and Candidate Ownership

5. 5.1 If, pursuant to the Agreement between the Client and all companies affiliated in any manner to the Client and the Candidate proposed by the HRM Consultancy within 3.0 years of the first introduction, an agreement is concluded in which the Appointment is filled, the Client must, within five working days after the conclusion of the Agreement with the Candidate and/or the signing of the (employment) contract by the Parties, inform the HRM Consultancy in writing and the Client must send the HRM Consultancy the conditions of the Agreement in order for the HRM Consultancy to charge the Client the fee due referred to in **Article 5** of these general terms and conditions. If the Client fails to do so, any right to the goodwill scheme referred to in **Article 10** of these general terms and conditions will be void. To fill in the Appointment it is not important that this (may depend)/depends on successfully completing a trial period or that the proposed Candidate fills another Appointment than the Appointment he or she was introduced for by the HRM Consultancy.

5.2 An Appointment as described in **Article 5.1** of these General terms and conditions shall only be deemed to have been filled if the appointment is not subsequently terminated for the duration of three months after it has been filled by the relevant Candidate. Unless parties have agreed otherwise, the Client will pay an immediate due compensation in the amount of at least **[10]%** of the fee mentioned in Article 6 in case the appointment is terminated before the end of the two months trial period, without prejudice to the HRM Consultancy's right to invoice the Client for a fee in accordance with **Article 6 or Article 5.4**.

5.3 In the event that the Client fails to inform the HRM Consultancy, in writing, within **5 working days** after the agreement with the Candidate has been concluded, that the Appointment has been filled, the Client shall pay the HRM Consultancy a penalty immediately due and payable in the amount of at least **[10]%** of the fee mentioned in Article 6, without prejudice to the HRM Consultancy's right to invoice the Client for a fee in accordance with **Article 6 or Article 5.4**.

5.4 In the event that the Client, within five working days after the date of a written request to this effect from the HRM Consultancy, fails to send the HRM Consultancy salary data containing the Gross Annual Salary of said Candidate in order for the HRM Consultancy to (as yet) charge the Client the fee due – in accordance with **Article 6** of these general terms and conditions, the Client shall pay the HRM Consultancy– due to a lack of information – a fixed fee in the amount of **€ 15.000**.

5.5 The Client is not allowed, until **3 (tree) years** after the end of the Agreement to offer employees of the HRM Consultancy, or Candidates who have been introduced to the Client by the HRM Consultancy, an employment contract with the Client and/or to make an offer to conclude an agreement with the Client in any form, without the express written consent of the HRM Consultancy. In case of violation of this prohibition and/or the provisions of this Article, the Client shall pay the HRM Consultancy a penalty immediately due and payable in the amount of **€ 25,000** irrespective of the HRM Consultancy's right to claim from the Client the damage it incurred and irrespective of the HRM Consultancy's right to claim performance of the provision of this Article.

6. **Fees**

6.1

Intake calls, brief project plan, contract negotiations, [Good-will fee downpayment]: **€ 250**

Timeline:

Assignment 1 & 2: **€ 750**

Timeline:

Identification of the client's overall strategy, organizational culture, mission and vision.
 Identification of the client's customer value proposition, product offering, operational processes, and core competencies. Delivering a strategy map and business model.

Assignment 3, 4, 5, 6:

€ 1500

Timeline:

Analysis of the client's Human Capital Readiness, implementation of a competency GAP analysis with regards to the Business Development position; Geographic workforce segmentation, global labour market trends and developments, regional institutional candidate fitness contingencies within the context of Client's industry; Design of the Business Development role; Design of the Job Description, including the compensation package [base salary, performance-based rewards, benefits]. *Deliverables: development of competency profiles; report; implementation of a HR Strategy Map; best practice pay structure analytical techniques and filled-in templates.*

Assignment 7, 8:

€ 1000

Timeline:

Sourcing of qualified candidates including labour market positioning and communication of Client as an attractive employer, as well as providing candidates with specific information about Client and general job application / career management documentation and advice; Assessment, selection and introduction of qualified candidates using best practice interviewing and assessment methods. *Deliverables: Candidate Database, Candidate profile assessment scores and shortlist of around 7 ideal and highly motivated candidates per position*

Assignment 9:

Timeline:

When the Appointment has been filled pursuant to the Agreement, a fee is payable by the Client over the relevant Candidate's Gross Annual Salary as described in Article 1, in accordance with the fees described in **Article 6.2**, in which context a minimum fee in the amount of EUR 12,500 applies.

Gross Annual Salary Fees:

- up to and including € 80,000:	15%
- from € 80,000 - € 100,000:	13,5%
- from € 100,000 - € 125,000:	12.5%
- from € 125,000 - € 150,000	11%
- from € 150,000 onwards	10%

Placement conditions negotiations, in consultation with the client.

Deliverable: Successful placement of a candidate for (a) position(s)

Assignment 10

To be discussed

Timeline:

New hire onboarding operational procedures including [outsourced] employment law compliance.

Deliverable: Approved legal documentation

Optional Product A)

Timeline:

Payment

7. 7.1 When an Assignment has been successfully completed and/or an Appointment has been filled, the Client will owe the fees referred to in **Article 6** of these general terms and conditions.
7.2 Invoices must be paid within **14 calendar days** of the invoice date, unless otherwise specified in writing. If that payment term is exceeded the Client will be in default by operation of law and will owe default interest at the statutory commercial interest rate that applies at that time pursuant to Article 6:119a of the Dutch Civil Code (in Dutch: "Burgerlijk Wetboek"). The Client is not entitled to any set-off or suspension.
7.3 The parties may make divergent payment agreements, which will be confirmed in the confirmation of Assignment and a divergent payment term can or will apply in that respect.
7.4 If the Client does not protest the content of the invoice in writing within **5 calendar days** after having been sent the Client will be deemed to have accepted the invoice and its contents.
7.5 Payment may be made only by electronic transfer to the HRM Consultancy's bank account listed in the invoice.
7.6 If the payment term referred to in **Article 7.2** and/or confirmed in the Confirmation of Assignment is exceeded the Client will no longer be entitled to invoke the goodwill scheme described in **Article 10** of these general terms and conditions. Also, in the case of exceeding the payment term all other outstanding invoices/amounts immediately due and payable.
7.7 If the Client fails to make payment promptly and in full the Client will be obliged to reimburse the HRM Consultancy for any and all judicial and extrajudicial costs related to collecting the claim, in which context extrajudicial costs will be equal to at least **15%** of the amount overdue.
7.8 Payments made by the Client will always be applied first in respect of all interest and costs payable, and subsequently in respect of the invoices that have been outstanding the longest, even if when making payment the Client explicitly states that the payment relates to a later invoice.

Refunds and cancellations

8. 8.1 If after the Agreement with the HRM Consultancy has been concluded, the Client subsequently revokes the assignments and/or puts the assignments 'On Hold' for a period exceeding four weeks, and/or fundamentally changes the assignments, the Client will owe the HRM Agency a cancellation fee. The amount of the cancellation fee per assignment will be equal to one half of the minimum fee as referred to in **Schedule 1** and **Article 6** of these general terms and conditions
8.2 If after the two months trial period the client decides to terminate the employment contract with the placed candidate, the client is liable to receive a full refund of the Placement Fee excluding tax costs and recruitment expenses related reimbursement.

Liability

9. 9.1 As from the time at which the Client makes an offer to the Candidate proposed by the HRM Consultancy to fill an Appointment it will be acting at its own risk and expense. The HRM consultancy will not ask the Candidate for references or check such references unless the Client explicitly requests the HRM Consultancy to do so. The Client bears the ultimate responsibility to determine whether the Candidate is suitable and honorable and has the capabilities required to fill the Appointment. The Client is also responsible for determining whether any work permit or comparable permit is required and if so whether the Candidate has one. Finally, the Client must

investigate whether the Candidate meets the medical requirements stipulated by the Client. The HRM Consultancy does not accept any liability whatsoever in respect of the foregoing.

9.2 The HRM Consultancy is not liable for any damage, loss or delay ensuing from an attributable breach, wrongful act or on any other ground unless there has been an intentional act or omission or willful recklessness on the part of the HRM Consultancy. The HRM Consultancy also is not liable for any damage, loss or delay caused by the Candidate.

9.3 Losses due to delays, consequential damage, loss of profit and loss of income also are not eligible for reimbursement.

9.4 In the event that in spite of the provisions contained in **Articles 8.1 to 8.3** above the Client believes that it has a well-founded ground to hold the HRM Consultancy liable, the Client must immediately notify the HRM Consultancy of that alleged claim in writing, supported by documents and properly substantiated, on penalty of its rights lapsing. Without prejudice to the provisions contained in Article 6:89 of the Dutch Civil Code, the right to compensation from the HRM Consultancy will in any event lapse one year after the incident from which the damage ensued and for which the HRM Consultancy is allegedly liable.

9.5 Without prejudice to the provisions contained in **Articles 8.1 to 8.3** above, any liability on the part of the HRM Consultancy will be limited to the amount paid out on the basis of its professional/business liability insurance policy in respect of the relevant case plus the amount of the excess that pursuant to the policy conditions is not for the insurers' account. Information regarding the professional/business liability insurance policy/policies taken out by the HRM Consultancy and the related coverage will be provided upon request.

9.6 If for any reason whatsoever the insurer referred to in **Article 8.5** does not pay any benefits, any liability on the part of the HRM Consultancy will be limited to the amounts paid to the HRM Consultancy in the relevant calendar year for the work that it has performed for the Client, subject to a maximum of **EUR 10,000**.

Communication and disclosure of required assignment and requisition information.

- 10.** **10.1** In light of the service agreement, the Parties agree that they shall promptly without undue delays share the necessary information with each other to perform their share in the partnership. This regards any information required for success fully completing the assignments including the sourcing, selecting, introducing, and placing of candidates. Exchange of information shall be conducted as much as possible through written form unless otherwise specified or requested.

Duty of confidentiality

- 11.** **11.1** The Client has a duty of confidentiality in respect of the information regarding the Candidates. All information (in the broadest sense of the word) regarding Candidates is strictly confidential. If the HRM Consultancy sustains damage in any manner whatsoever as a result of the Client violating its duty of confidentiality, the Client will owe a penalty to the HRM Consultancy payable on demand in the amount of **EUR 12,500** for each violation, without prejudice to the HRM Consultancy's right to recover the damage actually sustained if it exceeds the amount of that penalty.

11.2 In the event that the Client communicates confidential information regarding a Candidate to a third party and that results in an employment contract or other agreement between that third party and the Candidate, the Client will owe the HRM Consultancy a fee equal to **25%** of the gross annual salary of the Candidate during his or her first year of service at his new employer, inclusive of all fringe benefits.

End of Candidate's employment/goodwill scheme

- 12.** **12.1** If a Candidate's employment ends within **eight weeks** after the commencement of employment because the Candidate chooses to stop or the Client terminates the contract with the Candidate or has it dissolved in that period because the Candidate has not performed satisfactorily – which the Client must substantiate with relevant documents – pursuant to the goodwill scheme the HRM Consultancy will refund the Client part of the fee that it has received,

equal to 12,5% of the fee charged by the HRM Consultancy for each week that the Candidate has not worked during the period of eight weeks after the commencement of the Candidate's employment. This provision does not apply if the Candidate's unsatisfactory performance or the reason why the Candidate has stopped is attributable to the Client.

12.2 The Client must notify the HRM Consultancy in writing in respect of the provisions contained in Article 11.1 within five calendar days as from the date of the termination or submission of the request for dissolution of the Candidate's employment contract to the Cantonal Division of the District Court, or the date on which a termination agreement is signed by mutual consent, stating the cause of the Candidate's stopping or the Candidate's unsatisfactory performance.

12.3 After the term referred to in Article 11.2 has expired the Client's right to invoke the goodwill scheme referred to in Article 11.1 will lapse. The Client will bear burden of proof in respect of the HRM Consultancy's being informed in writing within the term stipulated.

12.4 If the situation referred to in Article 11.1 arises, this will not entitle the Client to suspend any payment obligation under the Agreement, nor will the Client be entitled to set off any amount.

Applicable law and disputes

13. 13.1 All Agreements between the HRM Consultancy and the Client are exclusively governed by Dutch law, even if the Agreement has an international character.

13.2 Any disputes – including disputes that only one of the parties deems to be such – arising between the Client and the HRM Consultancy in connection with this Agreement or the agreements ensuing from it will be exclusively resolved by the competent judge of the District Court of Amsterdam, the Netherlands.

13.3 Notwithstanding Article 12.1 and 12.2, the HRM Consultancy is entitled to file proceedings against the Client (or Candidate) before the competent judge of the residence or place of business of the HRM Consultancy (or Candidate).