



GENERAL TERMS AND CONDITIONS “WITH REGARD TO AGREEMENT FOR SERVICES R&S” of NRG

Article 1 - Definitions

NRG: the private limited liability company NRG-Office B.V. established in Nijmegen, the private limited liability company NRG-Office Amsterdam B.V. established in Amsterdam, the private limited liability company NRG-Office Zwolle B.V. established in Zwolle and / or the private limited liability company NRG-Office Breda B.V. established in Breda.

Client: The natural person or legal entity who/which has entered into an agreement for Recruitment & Selection services with NRG.

Agreement: The agreement for Recruitment & Selection services recorded in writing between the Client and NRG on the basis of which NRG provides services or executes work for the Client.

Services: All recruitment and selection work to be executed by or on behalf of NRG for the benefit of the Client.

Recruitment & selection: On the assignment and at the expense of the Client recruiting and selecting personnel with the intention of entering into an employment relationship with the Client or third parties.

Candidate: The person, who is approached for and/or involved in the recruitment and selection work of NRG for the benefit of the Client as a potential employee or as a potential worker of the Client and/or to enter into an Employment Relationship with the Client and/or third parties.

Employment relationship: A (direct and/or indirect) employment contract, employment relationship and/or any cooperation of whatsoever nature.

Fee: The payment, plus VAT, owed by the Client related to the Agreement.

In writing: in writing also includes by email.

Article 2 - Applicability

1. These general terms and conditions apply to all offers from, every assignment to, all Agreements with, services provided and/or (other) work executed by or on behalf of NRG in the field of recruitment & selection. The above also expressly includes every subsequent assignment, changed and/or additional assignment and services and/or work in the aforesaid fields attached thereto.
2. Any general terms and conditions and/or derogating stipulations of the Client are expressly rejected. Any general terms and conditions and/or derogating provisions of the Client will only be valid if and insofar as these are explicitly accepted by NRG. Acceptance cannot take place tacitly.
3. If more than one natural person and/or legal entity acts as the Client, or conducts himself/itself in that capacity, they will all be jointly and severally liable vis-à-vis NRG for the obligations ensuing from the Agreement for the Client.



4. These terms and conditions are stipulated for the benefit of NRG, the enterprises affiliated with NRG, its directors, its employees, candidates and/or other auxiliary persons engaged by or on behalf of NRG, auxiliary persons of NRG and/or third party/third parties engaged by NRG. The parties referred to can therefore all rely on the provisions included in these general terms and conditions.

Article 3 - Offers and Establishment of the Agreement

1. All offers from NRG and the prices and terms and conditions set out therein are always entirely without obligation and - unless expressly stated otherwise - valid for a maximum of thirty days from the offer date. There will only be a binding offer if NRG has expressly stated this to be so in writing together with the period of the acceptance of that offer.
2. The Agreement and amendments thereof enter into effect as soon as NRG has accepted the assignment from the Client in writing by means of sending a confirmation of the assignment in writing or by means of signing the Agreement, or as soon as NRG has actually commenced the provision of the services.
3. Verbal promises made by NRG will only bind NRG from the time at which NRG has confirmed these promises in writing.

Article 4 - Duration and Termination of the Agreement

1. The assignment is entered into for a fixed period, unless agreed otherwise. The assignment for a fixed period will end by operation of law (without the requirement of any notification and/or notice of termination) due to the mere expiry of the agreed duration, when a future event agreed in advance occurs or after the achievement of a specifically agreed objective.
2. Termination before the end of term of the Agreement for a fixed period will be exclusively possible if this has been agreed in writing between parties. Notice of termination must in that case take place with effect from the end of the month with due regard to the agreed notice period.
3. If, after NRG has conducted an interview/interviews with a Candidate and before an Employment Relationship has come into effect between the Client and the Candidate: the Client (in the interim) withdraws the assignment or otherwise terminates the Agreement (while termination before the end of term had not been expressly agreed), the Client will owe to NRG with immediate effect an amount of €2,000.00 plus VAT. Termination before the end of term in this case also includes the request from the Client to NRG to temporarily stop, suspend or cease the work for the performance of the Agreement.
4. In addition to the amounts referred to in subclause 3, NRG will in that case be entitled to charge the Client for the recruitment and selection costs incurred, such as, inter alia, advertising costs, costs of placing the job vacancy on the internet and the costs of an assessment of a Candidate, of which recruitment and selection costs the Client must reimburse to NRG.
5. The Agreement terminates in any event at the time at which the Client personally, individually and/or through a third party has entered into an Employment Relationship with a Candidate proposed by NRG.
6. The Agreement between NRG and the Client can be terminated/cancelled in writing by NRG with immediate effect, without judicial intervention and without the requirement of notice of default, without NRG owing any payment (of compensation) to the Client, if:
 - a) the Client is declared insolvent;
 - b) moratorium is granted to the Client;
 - c) in the event of liquidation or (partial) transfer of the (control over the) enterprise of the Client;
 - d) attachment is levied against the Client and this attachment is not promptly lifted;



- e) the Client is in default with regard to the fulfilment of any obligation ensuing from the Agreement and/or these general terms and conditions;
- f) the Client does not furnish or furnishes insufficient security for the collection of the existing or future claims of NRG, if NRG has requested this;
- g) there is such a serious or urgent cause that continuation of the Agreement cannot be required from NRG in all reasonableness.

After the end of the Agreement NRG retains the right to claim compensation in full from the Client.

Article 5 - Execution of the Assignment

1. NRG will record the job vacancy of the Client, for which a Candidate is searched, in writing in the form of a job description. This will include in any event: the contents of the position, the required profile of the Candidate on the basis of knowledge, skills and experience and the assessment criteria for the selection of the Candidate.
2. On the basis of the job description in subclause 1, NRG will make efforts to propose one or more Candidates to the Client. The acceptance of the assignment from the Client to NRG only entails an obligation to use best endeavours for NRG and in any event never an obligation of result on the part of NRG.
3. The Client will be obliged to provide NRG with all relevant information and data required for the proper performance of the Agreement. NRG can rely on the completeness and accuracy of the data provided by the Client.
4. NRG assumes and is permitted to assume that the data and information provide by the Candidate regarding himself are correct. NRG will not be liable in any manner whatsoever vis-à-vis the Client or third parties for damage resulting from incorrect information, which NRG has obtained from or with regard to the Candidate.
5. NRG will never be liable for damage that arises or has arisen due to the fact that no suitable Candidate has been proposed to the Client within the time agreed with NRG for the assignment and/or has not entered into an Employment Relationship with a Candidate.

Article 6 - Fee and Invoicing

1. The fee for NRG amounts to the percentage included in the confirmation of the assignment of the actual gross full-time annual salary that the Candidate will (or possibly could) earn at the Client, plus fixed salary components such as, for example, holiday allowance, thirteenth month, (shift) allowances, gratuities, bonuses, commissions, profit distributions and/or an end-of-year bonus. This fee is increased with 21% VAT.
2. The Client will in any event owe the agreed fee to NRG as soon as the Client and/or an enterprise affiliated with the Client enters into an Employment Relationship (for any position and in any capacity whatsoever), directly or indirectly, with a Candidate, or has the Candidate work for its organisation in any manner whatsoever. Within one week after the Employment Relationship has come into effect, the Client will send NRG documentary evidence in writing of the amount of the salary and other terms of employment including a copy of the agreement concluded with the Candidate and the invoice will be drawn up and sent by NRG. The Client will pay this invoice within the applicable payment term.
3. If a Candidate, who has been proposed by NRG, leaves employment within one month after the commencement of the Employment Relationship with the Client, NRG will, upon the request in writing from the Client, provided that this request has been received by NRG within two weeks after the end of the Employment Relationship with the Candidate, execute the assignment once again. The fee will not be charged again for this new assignment. For the original/first assignment, the Client will not be entitled to credit/repayment of the fee or costs and the Client will continue to owe these amounts. This provision does not apply if the Candidate left the employment partly due to the acts, omissions or through the fault of the Client. In that case the fee will be charged (once again).



Article 7 - Payment

1. Payment must be made within thirty days after the invoice date. After the expiry of this period, the Client will be in default by operation of law with commencement on the expiry date without NRG being obliged to give notice of default or a demand. From that time NRG will be entitled, without further notice, to charge 10% interest per month over the owed amount to the Client whereby a part of a month is regarded as a full month.
2. The Client will not be entitled to make payments directly to the Candidate or to third parties. Such a payment will not result in a payment to NRG in discharge of an obligation.
3. Payments are made without any deduction or setoff. The Client will not be entitled to suspend the payment, for example, on the basis of an attributable failure on the part of NRG and the Client will not be entitled to impede its payment obligation by seeking any order permitting attachment of property as security pending the outcome of proceedings.
4. If NRG incurs extrajudicial costs for collection of its claim against the Client, the Client will be obliged to reimburse these costs. These costs are recorded at a minimum of 15% of the amount that the Client continued to owe.
5. All costs incurred by NRG related to any legal proceedings against the Client are at the expense of the Client, also insofar as these costs exceed the court order for costs.
6. Complaints regarding executed/charged work for the performance of the Agreement and/or invoices sent must be reported in writing to NRG by the Client within fourteen days after the date of the sent invoices. After the expiry of this period, the Client will have forfeited (any of) its rights. Any complaint does not affect the payment obligation.
7. NRG retains the right to require a full or partial advance payment and/or provision of security from the Client if, in the opinion of NRG, the financial position or the payment record of the Client gives cause for this, and in the absence of which NRG will be entitled to suspend its obligations.

Article 8 - Confidentiality

1. NRG and the Client will mutually maintain confidentiality towards third parties with regard to everything that comes to their knowledge about the other party in the context of the Agreement and regarding which they know or reasonably could have known that disclosure is or can be harmful to the other party.

Article 9 - Liability NRG and Indemnity

1. NRG will not be liable for any damage as a result of acts and/or omissions of a Candidate who has been proposed by NRG and with whom the Client has entered into an Employment Relationship directly for itself and/or through a third party.
2. In addition, the Client indemnifies NRG against any potential liability on the basis of shortcomings and/or damage caused by Candidates who have been proposed/selected by NRG. The Client indemnifies NRG against any liability for damage suffered by the Client or a third party through the actions of NRG (also including shareholders, directors, the Candidate, employees of NRG and/or enterprises affiliated with NRG and/or a third party/third parties engaged by NRG), with the exception of a case of intent or wilful recklessness on the part of NRG.
3. Any liability of NRG (also including enterprises affiliated with NRG, shareholders, directors, the Candidate(s), employees of and/or third parties engaged by NRG) is limited to the amount for which NRG is insured, plus the amount of the deductible, which is not borne by the insurer under the policy conditions but is payable by NRG on the basis of the insurance contract. If no payment is made pursuant to the insurance referred to, any liability is limited to the amount paid or still owed by the Client to NRG on the basis of the Agreement in the context of which the damage-causing event has occurred. NRG will never be liable for trading, indirect or consequential damage or loss unless there is intent or wilful recklessness on the part of NRG. The rights of claim of the Client related to any liability of NRG will in any event lapse three months after the time at which the Client becomes aware or reasonably could have become aware of the existence of these rights of claim.



4. The exclusions and/or limitations of liability included in these terms and conditions also apply for the benefit of employees of NRG, enterprises affiliated with NRG and/or third parties engaged by NRG on the basis of the Agreement.

Artikel 10 - Entering into an Employment Relationship with a Candidate without the Intervention of NRG

1. If the Client and/or the enterprises affiliated with the Client, during the term of the Agreement and for twelve months after the termination of the Agreement, regardless of the manner in which the Agreement has terminated, directly or indirectly (for any position and in any capacity whatsoever) enters into an Employment Relationship with a Candidate proposed by NRG to the Client and/or an enterprises affiliated with the Client, the Client will immediately owe to NRG the initially agreed fee without further notice of default. In that case the Client will be obliged to inform NRG in writing of this, within one week after the Employment Relationship with the Candidate has come into effect, subject to an immediately due and payable financial penalty of €5,000 per breach, plus €500 for each day or part of a day during which the Client acts in conflict with this obligation.
2. With regard to the provisions of this article, the Client will be responsible and liable for the enterprises directly or indirectly affiliated with the Client.

Article 11 - Miscellaneous Provisions

1. The law of the Netherlands exclusively applies to these general terms and conditions as well as the offers and Agreement(s) to which these relate.
2. Should any provision in these General Terms and Conditions or in the Agreement(s) be void or without legal effect, these General Terms and Conditions or the Agreement will not be terminated, but NRG and the Client will convert the relevant provision into a legally valid provision that has, as much as possible, the same contents and effect as the void provision or the provision without legal effect.
3. All disputes which might arise between parties by reason of the Agreement, or further Agreements and/or these general terms and conditions, will be adjudicated by the Gelderland Court in Arnhem with exception to the extent that no mandatory rules on jurisdiction would prevent this choice.

For approval:

Name: R.H.A. Nuytinck /

Signature: