



# General terms and conditions

People B.V.

Filed with the Chamber of Commerce on 5 November 2019.

## Definitions

**BVCM People:** Bureau voor Credit Management People B.V. in Amsterdam Credit Professional: Any natural person (employee) who will carry out the Assignment described in the agreement on behalf of BVCM People.

**Secondment:** An agreement whereby an employee of or on behalf of BVCM People is made available by BVCM People, in the context of its business operations, to the Principal to perform work under the supervision and direction of the Principal pursuant to an assignment given by the Principal to BVCM People. **Assignment:** The written agreement between BVCM People and the Principal, whereby BVCM People undertakes to perform certain tasks on behalf of the Principal.

**Client:** The natural or legal person for whom BVCM People makes efforts in the context of the Assignment.

**Recruitment and selection:** an agreement under which BVCM People, for the purpose of entering into employment (or a comparable form of employment) for the Client, selects one or more candidates and introduces them(s) to the Client orally or in writing.

## 1. General

1.1 These general terms and conditions apply to all legal relationships, including offers, quotations and agreements concluded between BVCM and the Client.

## 2. Applicability

2.1 These General Terms and Conditions apply to and form part of all proposals, offers, agreements and legal relationships between BVCM People and the Principal and all agreements and/or disputes arising therefrom. 2.2 Deviations from these General Terms and Conditions are only valid if they have been expressly agreed in writing by the management of BVCM People. Such deviations only apply to the case in question and no rights can be derived from them with regard to legal relationships entered into subsequently. 2.3 The applicability of any other General Terms and Conditions that may be used by the Client or to which the Client refers is hereby expressly rejected.

## 3. Non-binding tenders and the realisation of assignments

3.1 All quotations and cost quotations from BVCM People are entirely without obligation, unless the contrary has been expressly stated in an individually addressed written quotation.

3.2 An Assignment between BVCM People and the Principal is concluded in the following manner and at the following times:

- or, if no engagement letter is sent, at the time when
- The Client has given an assignment to BVCM People orally or in writing;
- or, if an engagement letter is sent, at the time when  
BVCM People has sent the Principal the Assignment Confirmation and BVCM People has received the Assignment Confirmation signed for approval;
- or, if an engagement letter is sent, at the time when  
BVCM People has sent the Principal the order confirmation (but

The Client has not signed the order confirmation and returned it to BVCM People for approval, while the Client has in the meantime actually deployed the candidate or employee of BVCM People). Nevertheless, each of the parties is free to prove that the agreement was concluded in a different way and/or at a different time.

#### **4. Costs**

4.1 The Principal shall owe BVCM People a fee in respect of the Assignments carried out by BVCM People pursuant to the agreement, in accordance with the provisions of the agreement. The prices and/or rates stated in the agreement are exclusive of turnover tax (VAT).

4.2 The fee for secondment that the Client owes to BVCM People is based on the agreed scope of work, whereby the Client is obliged, subject to leave and/or sick days, to hire the BVCM People employee for 40 hours per week (5 days of 8 hours per day), unless the parties agree otherwise in writing. Hours not worked will be invoiced and must be paid by the Client.

4.3 paid. The (hourly) rate will be increased annually on 1 January by the consumer price index (CPI) according to Statistics Netherlands.

4.4 The hourly rate is determined by BVCM People and partly determined on the basis of the assignment, which is obtained from the Client.

4.5 The hourly rates apply to normal 8-hour working days, during normal business hours and excluding any breaks, with a maximum of 40 hours per week. Activities that fall outside of this are considered overtime. Overtime may only be carried out on behalf of the Client. Permission from BVCM People is required if the overtime is more than one hour per day and/or more than 4 hours per week.

4.6 The following surcharges apply for overtime:

- 150%: more than 40 hours per week
- 200%: Saturdays, Sundays and public holidays

4.7 The prices/rates mentioned in the agreement do not include travel and accommodation costs. The number of kilometers is declared at Euro 0.34 per kilometer of commuting. In addition to a compensation for the kilometers to be driven, a compensation for travel time and/or accommodation costs can also be agreed, if necessary.

4.8 During the course of the agreement, BVCM People will keep a weekly timesheet of the BVCM People Credit Professional, which will serve as the basis for calculating the remuneration for the work performed by the BVCM People Credit Professional.

4.9 In the case of Recruitment and Selection, BVCM People works on a 'no cure no pay' basis, whereby fees are only due in the event of successful fulfilment, which is understood to mean the deployment of the candidate nominated by BVCM People in the client's business operations.

4.10 The Recruitment and Selection fee payable by the Client to BVCM People is a percentage of the selected candidate's gross annual salary on a full-time basis upon commencement of employment, based on full-time employment. The gross annual salary also includes holiday pay and 13th month. This fee is increased by VAT. The Client is obliged to provide the information necessary to determine the

fee and the start date of the candidate selected by BVCM People as soon as possible, but no later than 14 days after a request to that effect has been made by BVCM People. If the Client does not provide timely, insufficient or incorrect information, BVCM People is entitled to estimate the amount of the gross annual salary and the start date and to invoice in accordance with that estimate.

4.11 A successful fulfilment of the Recruitment & Selection Assignment, as referred to above, also includes the event that a candidate proposed by BVCM People to the Client, within 12 months of the introduction, enters into employment or is otherwise employed in any way, whether or not through third parties, by the Client or by an affiliated company. The fee is also due if the candidate introduced by BVCM People is known to the Client, through a job application or otherwise, to a greater or lesser extent.

## **5. Payment**

5.1 Unless otherwise agreed in writing, the Principal is at all times obliged to pay BVCM People's invoices no later than 14 days after the invoice date, in the currency indicated in the invoice, unless otherwise agreed in writing. The payment date is the date of bank crediting to BVCM People.

5.2 The Client signs the timesheet for approval on the first working day and no later than the third day after the end of each working week. The Client is obliged to ensure that the correct number of hours, overtime, travel hours, kilometres driven and expenses incurred are entered on these timesheets. By signing the timesheets, the work carried out for the purpose of the assignment is approved and accepted. The Credit Professional sends the signed timesheet to BVCM People. In the case of the Principal who fails to comply with his obligations under this article and therefore does not cooperate in the creation of evidence binding on the parties involved with regard to the hours worked and costs incurred by the posted employee, and also in the event of a difference between the timesheet submitted to BVCM People and the copy retained by the Principal, the timesheet submitted to BVCM People shall apply for the settlement. which will be included in the invoice, as full proof, subject to proof to the contrary by the Client, that the said difference is not attributable to him/her. In the event of objections, the Client is obliged to submit a written objection no later than the third day after the end of each working week.

5.3 BVCM People will send the Principal an invoice at the end of each week and at the end/after Termination of the agreement specifying the remuneration of the BVCM People Credit Professional.

5.4 After the expiry of the period referred to in the first paragraph of this Article 5.1. the Client is in default without notice of default being required. In that case, the Principal will owe BVCM People interest of 1.5% per month on the outstanding amount.

5.5 Both the reasonable judicial and extrajudicial costs incurred in connection with the collection and collection of payments not received by BVCM People from the Principal on time are for the account of the Principal. The compensation for extrajudicial collection costs is set at at least 15% of the principal amount due. In the event that the Contractor is found to be in the right, the Contractor will also be eligible for reimbursement of legal costs.

5.6 Payments made by the Client shall be used primarily to pay the interest due as referred to in paragraph 4 of this Article 5 and furthermore the interest due referred to in paragraph 5 of this Article 5

and are then deducted from the oldest outstanding claim.

## **6. Detaching**

6.1 The Principal shall provide BVCM People with detailed information regarding the position, working hours, activities, workplaces and working conditions relating to the Credit Professional as well as the intended duration of the assignment. BVCM People relates this information provided by the Client to the capacities, capacities and availability of the workers eligible for Secondment. On this basis, BVCM People determines to the best of its ability which Credit Professional is proposed pursuant to the Assignment. Within the framework set out herein, BVCM People is entirely free to choose the Credit Professional who is proposed for the assignment.

6.2 Holidays, absences due to retraining courses or refresher courses and other days off of the Credit Professional, other than on the public holidays mentioned below, will take place after consultation with the Client, taking into account the progress of the Assignment.

6.3. Public holidays are understood to mean: New Year's Day, Easter Monday, King's Day, Ascension Day, Pentecost, Christmas Day and Christmas Day. No payment is due for the period during which BVCM People does not perform any work for the Principal as a result of absenteeism, including illness or days off of the Credit Professional.

6.4. The Client shall give the Credit Professional the opportunity to take special leave in all reasonableness which BVCM People as an employer is legally obliged to take towards its employee and/or to comply with the obligations imposed by BVCM People, without the Credit Professional being obliged to compensate the Client for these hours.

## **7. Recruitment clause and other obligations of the Client**

7.1. During the term of the agreement or one year after its termination, the Principal shall in no way employ or otherwise engage Credit Professionals/Employees of BVCM People or of companies that BVCM People has called upon for the performance of this agreement and who are or have been involved in the performance of the agreement, directly or indirectly, or enter into any other type of business relationship with them, directly or indirectly, unless expressly authorised in writing by BVCM People.

7.2. The parties acknowledge that all information that becomes known to them in the context of the performance of the agreement is of a confidential nature, if it may reasonably be assumed that the Credit Professional is aware of its confidential nature, unless this information is generally known.

7.3. The parties declare that they will make every effort to take measures with the aim of ensuring complete confidentiality with regard to all confidential information of which the parties, their employees or third parties working for them become aware. Every Credit Professional involved must sign a confidentiality agreement upon request.

7.4. The Principal is not permitted to transfer his rights and/or obligations under the Agreement or these terms and conditions to a third party without the prior written consent of BVCM People. Furthermore, the Principal is not permitted to employ the seconded person abroad and/or to make it available to a third party, unless prior written permission from BVCM People.

## **8. Agreement**

8.1. The agreement is entered into for a definite period of time. An agreement entered into for a definite period of time ends by operation of law upon the expiry of the agreed term of the agreement. Every agreement entered into by BVCM People is an obligation to perform to the best of its ability.

8.2. An extension of this agreement is possible by mutual agreement, on the understanding that such an extension must be agreed in writing between the parties.

8.3. The provisions of Article 8.2 shall apply mutatis mutandis to subsequent extensions.

8.4. If the possibility of early termination has been agreed, the termination must take place in writing without notice period.

8.5. A party only has the power to dissolve the agreement if the other party, after a proper and as detailed notice of default as possible, setting a period of two weeks for remedying the shortcoming, imputably fails to comply with an essential obligation under the agreement.

8.6. An agreement entered into for an indefinite period can only be terminated in writing with due observance of a notice period of one calendar month.

8.7. The Agreement ends by operation of law if:

A. BVCM People can no longer make the Credit Professional available to the Client as a result of circumstances beyond the control of BVCM People, for example as a result of government measures, in the broadest sense of the word, or because the employment relationship between BVCM People and the Credit Professional has ended; B. Client:

- applies for or obtains a moratorium;
- files for bankruptcy or is declared bankrupt;
- submits a request for the application of a debt restructuring under the Natural Persons Debt Restructuring Act;
- ceases his business;
- is placed under guardianship or administration or otherwise; becomes legally incapacitated or dies.

## **9. Replacement (secondment)**

9.1. BVCM People strives to ensure that the competence of the Credit Professional meets the agreed job class as much as possible and meets the reasonable requirements as much as possible in connection with the Assignment to be fulfilled as described in the agreement.

9.2. BVCM People reserves the right to replace the Credit Professional with one or more other Credit Professionals for the entire term of the agreement, for part or for all of the hours specified in the agreement.

9.3. If the Credit Professional is unable to perform the agreed work for 14 or more consecutive days due to illness, the parties will arrange the consequences for this agreement in mutual consultation.



9.4. During the assignment, the Credit Professional will be given the opportunity to take the holidays to which he/she is entitled. If a holiday period of more than two consecutive weeks is required, this must be stated at least one month in advance. In the event of a holiday period of more than two consecutive weeks, BVCM People will make every effort to place a replacement Credit Professional from BVCM People if the Principal so wishes.

9.5. Without prejudice to the provisions of Article 9.4, if the incident described therein occurs, BVCM People shall endeavour to second an equivalent replacement for the Credit Professional to the Principal.

9.6. In the event of a replacement, BVCM People will always take care of this as soon as possible after prior consultation with the Client. These consultations will also determine when the replacement will start work. BVCM People will make every effort to ensure that the work continues in such a way that it has as little impact as possible on its progress.

9.7. BVCM People strives to ensure that the replacement meets the same qualifications as the original Credit Professional as much as possible. If a training period is necessary, it will be determined in advance in consultation how many days will not be charged by BVCM People.

## **10. Obligations and liability**

10.1. BVCM People shall not be liable for any damage caused during, by or in connection with this Agreement, except if and insofar as the damage suffered is caused by intent or gross negligence on the part of BVCM People B.V. or its own Credit Professionals or other employees.

10.2. The Principal is obliged to furnish and maintain the premises, tools and equipment with which the Credit Professional made available by BVCM People B.V. performs the work in such a manner, as well as to take such measures and provide instructions for the performance of the work as are reasonably necessary to prevent the Credit Professional made available to it by BVCM People from performing his work at the Client suffers damage. The Client is fully liable for the damage suffered by the Credit Professional or other employee of BVCM People as a result of any shortcoming with regard to the obligation referred to in the previous sentence.

10.3. BVCM People is never obliged to compensate for immaterial damage, indirect damage or consequential damage, including loss of profit, trading loss, (additional) costs, indirect or direct damage to third parties or any other damage whatsoever. Insofar as BVCM People should prove liable for other damage, BVCM People's liability for damage suffered by the Principal caused by the late or improper performance of the assignment

shall be limited to a maximum of the amount of the compensation charged by BVCM People to the Principal for the performance of the work in which the damage is caused. on the understanding that only the remuneration relating to the last six months in which those activities were performed shall be taken into account. However, any compensation owed by BVCM People to the Client will never exceed the amount for which BVCM People's liability is covered by insurance, or at least the amount of € 25,000.=. The foregoing is subject to an exception in the event of intent or gross negligence on the part of BVCM People. In these and the following provisions of this article, BVCM People also includes its employees as well as any third parties engaged by it in the execution of the assignment.

10.4. BVCM People shall stipulate all legal and contractual means of defence which it may invoke in order to defend itself against the Principal, including for the benefit of its subordinates and non-subordinates for whose conduct it is liable under the law.

10.5. If the Client fails in its obligations, it is liable for the damage resulting from this. The Client indemnifies BVCM People against all claims that may arise under this obligation.

10.6. BVCM People excludes any liability for any exchange rate differences or currency loss.

10.7. BVCM PEOPLE is never obliged to indicate the ways in which information has been or will be obtained by BVCM PEOPLE.

## **11. Intellectual Property**

11.1. The software, documentation and other types of information manufactured and/or compiled by the Credit Professional of BVCM People for the purpose of the Assignment shall be the exclusive property of the Principal. However, BVCM People or its Employee cannot be restricted in the use of the experience, knowledge and ideas gained.

11.2. The Principal shall indemnify BVCM People against all claims by third parties in respect of infringement of any patent right, infringement of any copyright or similar violations with regard to the software, documentation and other information made available by the Principal to the Employee of BVCM People.

## **12. Indemnification**

12.1. The Credit Professionals or other employees of BVCM People and/or third parties engaged by BVCM People for the performance of the agreement may invoke all means of defence to be derived from the agreement vis-à-vis the Principal as if they were themselves parties to the agreement.

12.2. The Principal shall indemnify BVCM People, its Credit Professionals or other employees and the third parties referred to in Article 12.1 against all claims against BVCM People by persons other than the Principal itself, during, by or in connection with the performance of the contract by BVCM People, insofar as such claims are more or different from those to which the Principal itself is entitled vis-à-vis BVCM People.

12.3. The Principal shall indemnify BVCM People against any liability (including costs, including the actual costs of legal assistance) from any direct or indirect damage or loss caused by the Credit Professionals or other employee to the Principal or to third parties or from any obligations that these employees have entered into with or have arisen for them towards



Client or third parties, with or without the consent of the Client or third parties. 12.4. In particular, the Principal shall indemnify BVCM People against damage to surviving dependants as a result of loss of livelihood, insofar as such damage is the result of injury to employees of BVCM People and/or other persons involved in the performance of an agreement, incurred in the performance of that agreement in such a way that death is the result.

### **13. Social and tax obligations**

13.1. At the Client's request, BVCM People will demonstrate by means of an auditor's report that the payroll tax and social security contributions have been correctly withheld, declared and paid in respect of the work performed by BVCM People for the Principal.

13.2. Insofar as it is apparent from the auditor's report in question that BVCM People is in default of the legally required payments, the Client shall be entitled to pay its payments to BVCM People directly to the Business Association and/or the Tax and Customs Administration up to the amount of the missing payments on behalf of BVCM People.

13.3. If the Business Association and/or the Tax and Customs Administration lodges a claim against the Client in respect of payroll tax, social security contributions and/or turnover tax which, according to the Business Association and/or the Tax and Customs Administration, should allegedly be paid by BVCM People, BVCM People shall pay this claim for the Principal on the basis of submission of proper supporting documents by the Client, or have a bank guarantee provided for the amount claimed payable in the name of the Client from the Client to the Business Association and/or the Tax and Customs Administration after an irrevocable court decision that the claim is based on a shortcoming on the part of BVCM People, after which BVCM People will be irrevocably authorised by the Client to conduct consultations and defences with regard to this claim at its own discretion and at its own expense. The Client assigns all its rights (restitution, interest, compensation) to the Business Association and/or the Tax and Customs Administration on the basis of this claim to BVCM People and will provide the accountant or lawyer engaged by BVCM People with all the information required by the latter in this regard.

### **14. Good commissioning**

14.1. The Client shall behave with regard to the Credit Professional in the performance of the supervision or management as well as with regard to the performance of the work in the same careful manner as it is obliged to do towards its own employees.

14.2. The Client undertakes to do all that this agreement obliges it to do. In addition, the Principal shall ensure that the circumstances under which BVCM People undertakes to carry out the Secondment are not changed in terms of content. The Principal acknowledges that the performance of this agreement by BVCM People is subject to the timely and correct fulfilment of its obligations by the Principal and in particular depends on the quick and efficient decision-making and approval by the Principal. Any delay on the part of the Principal shall be borne by the Principal and may result in BVCM People being released from any obligation or time limit, or the Principal having to pay an additional fee or additional expenses.

## **15. References**

Except and insofar as expressly agreed otherwise in writing, BVCM People B.V. is free to use the Client's name as a reference for current or future clients.

## **16. Code of Ethics**

In order to prevent unlawful discrimination, in particular on the basis of religion, belief, political opinion, gender, race or any other ground, non-relevant requirements cannot be made by the Principal when providing information regarding the work to be assigned, nor will it be taken into account by BVCM People.

## **17. Confidentiality**

The Client and Credit Professional undertake not to communicate in any way, in any way, to anyone and in any form whatsoever, during this agreement or after termination thereof, any information whatsoever of or concerning details of Contractors or Clients concerning or relating thereto, which have become known during or as a result of the performance of the project and about which confidentiality has been imposed at the start of the employment relationship and/or of which the secret or the confidential nature.

## **18. Expiry period**

If the Principal is or remains of the opinion that BVCM People has not carried out the assignment in a timely manner, in full or properly, it is obliged to notify BVCM People of this in writing without delay and to make the claims based thereon within one year of the date of the aforementioned notification, or within one year of the date of such notification that should have been made, in legal proceedings, failing which all his rights and claims in this regard shall be extinguished by the expiry of the period referred to above.

## **19. Applicable law, competent court**

19.1. These General Terms and Conditions and the Assignment to which these General Terms and Conditions apply, as well as all other legal relationships between the parties, are governed by Dutch law.

19.2. Disputes arising out of or in connection with the Assignment to which it is General Terms and Conditions as well as disputes regarding these General Terms and Conditions, shall be adjudicated exclusively by the competent court in Amsterdam, unless rules of mandatory law preclude this.

## **20. Changes and location of the terms and conditions**

These General Terms and Conditions have been filed at the offices of the Chamber of Commerce in Amsterdam. The most recently filed version or the version in force at the time of the conclusion of the Assignment shall always apply.