

GENERAL TERMS AND CONDITIONS OF ONE.

One. is a trade name of New Amsterdam Capital B.V., a company registered in the Netherlands with the Chamber of Commerce under no. 62696645, having its statutory seat and registered office at Keizersgracht 620, 1017 ER in Amsterdam.

DEFINITIONS

In these General Terms And Conditions (the “**Terms**”) the following definitions apply;

Agreement	The service provision agreement concluded between Client and One. for the provision of recruitment services, which includes among others these Terms, the signed Proposal and/or any other written or oral agreements concluded between Client and One.
Assignment	The (ad hoc) instruction and/or assignment provided by the Client to One. for the provision of recruitment services. Under the Agreement, Client can provide One. with multiple Assignments. Assignments can run simultaneously or can be consecutively.
Candidate	Any person Introduced to the Client to be considered by the Client for engagement;
Client	The contracting party of One. who provides One. with the assignment to provide the Services.
Data Protection Law	The General Data Protection Regulation or Directive 95/46/EC (“Algemene Verordening Gegevensbescherming”), any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
Engagement	The employment of a Candidate with the Client.
Introduction	Directly or indirectly introducing a Candidate by way of CV, interview, meeting or referral, by telephone or otherwise, following the Client’s instruction to One. to search for a Candidate, and “Introduce”, “Introducing” and “Introduced” shall be construed accordingly;
Fee	The fee payable to One. by the Client pursuant to the Agreement;
Parties	Both One. and Client;
Proposal	The proposal made by One. and sent to the Client, in which the Terms, of the Agreement between One. and the Client are specified;
Services	The Services as requested by Client and performed by One. under the Agreement Consisting of, but not limited to recruitment services such as sourcing, screening and introducing of Candidates, employer branding;
Terms	The terms governing this Agreement between One. and the Client, as defined below.

1. TERMS, TERM, TERMINATION

- 1.1. All and any business relating to the Services undertaken by One. are executed in accordance with these Terms. These terms are applicable to the provision of any Services by One. to the client. The Proposal and these Terms are intended to complement each other; and to the extent they conflict, the Proposal shall prevail, followed by these Terms.
- 1.2. The term of this Agreement shall commence on the date of signing of the Proposal and shall remain effective as long as One. provides Services to the Client. The term of the Agreement is indefinite, nevertheless the term of the Assignment(s) under the Agreement can have a fixed term.

2. PRICING STRUCTURES

- 2.1. One. offers the Client three different fee-models:
 - (i) Recruitment-as-a-Service (further defined in article 3);
 - (ii) 50/50 (further defined in article 4); and
 - (iii) No risk (further defined in article 5).Each fee-model varies in price, terms and conditions.

3. FEE MODEL: RECRUITMENT-AS-A-SERVICE (RAAS)

- 3.1. An Assignment based on the fee-model 'Recruitment-as-a-Service' means that One. provides Services to the Client during a fixed period of time.
- 3.2. A fixed Fee for a fixed period will be charged (periodically), without any additional costs for a hire.
- 3.3. The Fee payable to One. is not dependent on the actual hire of a Candidate. The Client pays the Fee for the services provided.

4. FEE MODEL: 50/50

- 4.1. An Assignment based on the fee-model '50/50' means that a Fee will be charged based on a percentage of the expected gross annual salary of the Candidate. Fifty (50) percent of this Fee will be charged upfront (Starting Fee) and Fifty (50) percent will be charged after the Client has hired the Candidate (Closing Fee).
- 4.2. If the Candidate is offered a higher salary than expected, the Closing Fee will be based on the actual gross annual salary and will compensate the Starting Fee.
- 4.3. Gross annual salary includes yearly base salary, secondary benefits (including bonuses, car (allowance) etc.) and holiday allowance.
- 4.4. The Closing Fee shall be invoiced by One. to the Client on the calendar day a Candidate accepts an offer of the Client for employment
- 4.5. If a Candidate is offered by the Client an Engagement contract for less than twelve months, the Fees are charged by One. to the Client, as if the Engagement contract would have a term of twelve months.

5. FEE-MODEL: NO RISK

- 5.1. An Assignment based on the 'No Risk' fee-model means that Client is only charged with a Fee when a candidate has been hired. The fee is based on a percentage of the annual salary of a Candidate. The fee will be charged after a Candidate is hired (Closing Fee).

- 5.2. Gross annual salary includes yearly base salary, secondary benefits (including bonuses, car (allowance) etc.) and holiday allowance.
- 5.3. The Closing Fee shall be invoiced by One. to the Client on the calendar day a Candidate accepts an offer from the Client for employment.
- 5.4. If a Candidate is offered by the Client an Engagement contract for less than twelve months, a closing Fee is charged by One. to the Client, as if the Engagement contract would have a term of twelve months.

6. PAYMENT CONDITIONS

- 6.1. The invoice for the Fees will be sent (digitally) to the Client as soon as either the Proposal is signed (Starting Fee) and/or as soon a Candidate has been hired (Closing Fee).
- 6.2. Client shall remit payment to One. within fourteen (14) days of the date of One.'s invoice.
- 6.3. One. reserves the right to charge the Client statutory commercial interest on any amount outstanding and due in accordance with the provisions of Articles 119a and 120(2) of Book 6 of the Dutch Civil Code.
- 6.4. All amounts payable under the Agreement are exclusive of value added tax which shall be payable by the Client at the prevailing rate where applicable.

7. REFUNDS

- 7.1. In the situation a Candidate leaves, is dismissed due to unsatisfactory performance, or the engagement is terminated (as appropriate) within eight (8) weeks after the commencement of the Engagement, and:
 - a) the fee-model under article 3 (RAAS) applies: all fees due and payable by the Client under the Assignment shall remain due and payable by the Client and there shall be no rebate nor refunds of any Fees; or
 - b) one of the fee-models under article 4 (50/50) or article 5 (No Risk) applies: One. shall refund the Client part of the Closing Fee, that it has actually received, equal to 10% or less of the Closing Fee, for each week that the Candidate has not worked during the period of eight weeks after the commencement of the Engagement. A Starting Fee paid under these fee-models shall not be refunded.
- 7.2. This article does not apply if the Candidate's unsatisfactory performance or the reason why the Candidate has left, is attributable to the Client.
- 7.3. Client must inform One. about the situation mentioned in article 7.1 in writing within three working days from the date of the termination of the Engagement, or the date on which a termination agreement is signed by mutual consent (whichever is earlier), providing the full particulars of the cause of the termination of the Engagement. Upon expiry of the three working days notification period the Client has no right to any refund as set out in this article.
- 7.4. In no event the Client is entitled to suspend ('*opschorten*') any payment obligation under the Agreement, nor will it have the right to set off ('*verrekenen*') any amount or fees.

8. EVENT OF CIRCUMVENTION

- 8.1. All Candidates introduced by One. to Client have been selected by One. One. puts time and effort in finding suitable candidates. Client is free in deciding whether it will or will not hire a Candidate as Introduced by One. To protect the business interests of One.,

One. is allowed to charge Client with a compensation fee in case the Client decides to hire a Candidate through other channels than via One. within one year after the Candidate as introduced by One. has been rejected by Client (“Event of Circumvention”).

- 8.2. An Event of Circumvention continues to exist when a vacancy is cancelled after the occurrence of the Event of Circumvention or when a candidate is dismissed after the occurrence of the Event of Circumvention.
- 8.3. In the Event of Circumvention, Client is obliged to inform One. thereof providing written notification within five working days from the Event of Concurrence, enclosing the Terms and Conditions of the Agreement.
- 8.4. Upon receipt of the written notification, One. will issue an invoice to Client in the amount of the compensation fee of €30.000,-
- 8.5. If Client does not inform One. in writing within five working days, Client will owe to One. an immediate due and payable penalty in the amount of € 50,000.- without prejudice to the right of One. to invoice Client a fee in conformity with any of the applicable fee-models.

9. NON-SOLLICITATION

- 9.1. Up to a year after the end of the agreement between the Client and One., the Client is not permitted to offer an employment contract to One. employees in every form whatsoever without the explicit written consent of One. Employees means employees that are currently employed at One. or were employed at One. less than twelve months before.
- 9.2. Any breach of this provision result in an immediately due and payable penalty in the amount of €50,000 for each violation, without prejudice to One.'s right to recover the damage actually sustained.

10. ONE.'S OBLIGATIONS

- 10.1. One. is an independent legal entity and not an employee, agent, joint venture or representative of the Client. Therefore, One. has no authority to act for the Client, and, in particular, has no authority to enter into any Engagement contract with the Candidate on behalf of the Client, unless agreed otherwise in writing.
- 10.2. One. will use its reasonable endeavors to Introduce to the Client a suitable Candidate to fill the position which the Client seeks to fill based on the information provided by the Client to One. on the position, including the type of work a Candidate in that position would be required to do. Whilst One. will make every effort to maintain a high standard of an efficient service, One. gives no warranty as to the suitability and Introduction of any Candidate.

11. THE CLIENT'S OBLIGATIONS

- 11.1. The Client acknowledges and understands that this Agreement is a partnership and that in order to realize the full value of the Service, its participation and efforts are required.
- 11.2. The Client warrants and confirms that prior to the Introduction it has provided One. with sufficient information in order for One. to select a suitable Candidate(s) for the position(s) the Client seeks to fill.
- 11.3. The Client confirms:
 - a) that it is satisfied with the information supplied to One. and the Client agrees that One. Shall have no liability to the Client in respect of this;

- b) that it is solely responsible to verify all statements made by or on behalf of a Candidate, in particular ensuring that any legal, professional body or other requirements relating to (without limitation) training, qualifications, authorizations, professional certification, medical requirements and immigration status, are satisfied;
 - c) it has sole responsibility for selecting a Candidate for Engagement.
- 11.4. The Client shall notify One. immediately;
 - a) of any offer of an Engagement which the Client makes to a Candidate;
 - b) upon an offer of Engagement being accepted by a Candidate.
- 11.5. Introductions of Candidates and any CV supplied by One. to the Client are confidential and should not be disclosed to any other person without the prior written consent of One. The Client may only use any CV supplied for the purposes of selecting a Candidate for interview and deciding whether to engage a Candidate. If the Client decides not to engage a Candidate, the Client hereby undertakes to return all copies of the Candidate's CV to One. and to remove, delete or destroy all records it may have which include details of or from the CV.

12. DATA PROTECTION

- 12.1. Each party warrants and undertakes to the other, that it shall comply with all requirements of applicable Data Protection Laws.
- 12.2. Client will treat any personal data it receives from One., including but not limited to data regarding Candidates or employees of One., as confidential. Client will have in place procedures so that any third party it authorizes to have access to the personal data will respect and maintain the confidentiality and security of the personal data.
- 12.3. The information the Client discloses to One. and which information has been qualified by Client as confidential, will be kept confidential by One., unless (i) One. is obliged to disclose the confidential information in accordance with the law or (ii) when Client has explicitly agreed that One. shares the confidential information with a Candidate and/or other person. During the term of the Agreement, One. cannot be obliged by Client to sign a non-disclosure agreement.
- 12.4. Client warrants and undertakes that it will have in place all appropriate technical and organizational measures to protect the personal data received from One. against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

13. LIMITED LIABILITY

- 13.1. Neither One. nor any of One.'s staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising in connection with any Introduction or Engagement and, in particular (but without limitation to the foregoing), any such loss, injury, damage, expense or delay arising in connection with:
 - a) failure of any Candidate to meet the requirements of the Client for all or any of the purposes for which the Candidate is required by the Client;
 - b) any act or omission of any Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;
 - c) any loss, injury, damage, expense or delay incurred or suffered by a Candidate;
- 13.2. The Client acknowledges that in entering into these Terms, it has not relied on any representations, warranties or other assurances by One. other than those expressly set out in the Agreement, provided that nothing in this article shall operate to limit or exclude any liability for fraudulent misrepresentation between One. and the Client.

- 13.3. If and insofar as One. has any liability, the maximum liability on One.'s side shall at all times be limited to the amounts paid to and received by One. from the Client in the relevant calendar year for the Services, that it has performed related to the Client's claim.
- 13.4. As a data controller, as defined in article 4 sub 7 GDPR, Client shall be liable to other parties for damages caused by breaking any Data Protection Laws and indemnifies One. against any claim, fine or measure of third parties, including data subjects and the supervisory authority, as a result of violating the Data Protection Laws and/or other regulations.

14. BREACH BY THE CLIENT

- 14.1. If the Client breaches any term of the Agreement, One. shall have the right to:
- (a) terminate this Agreement and/or demand the immediate return of all Confidential Information;
 - (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys' fees and costs of suit;
 - (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and
 - (d) pursue any other remedy available at law or in equity.

15. GENERAL

- 15.1. The Agreement is personal to the Client and it shall not be entitled to assign or subcontract its obligations or rights under the Agreement to any third party without the prior written consent of One.. One. shall however be entitled to assign its obligations or rights under the Agreement to any member of One.'s Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to One. shall be deemed to refer to the assignee.
- 15.2. No variation or amendment to the Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorized by that party.
- 15.3. The Agreement shall be governed by and construed in all respects in accordance with Dutch law. The parties hereby consent to the jurisdiction of the Amsterdam courts for purposes of any legal action arising out of this Agreement.
- 15.4. If any provision or any part of these Terms is held to be illegal or unenforceable, in whole or in part, under any One. enactment or rule of law;
- a) such provision or part shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected; and
 - b) to the extent permitted by law, One. and the Client shall negotiate in good faith a replacement to any provision severed by a provision which is of similar effect but which is not illegal or unenforceable.
- 15.5. Each Party agrees not to disclose any information or documentation pertaining to the object of this Agreement to any third parties, unless authorized by the other party or unless a party becomes legally compelled to disclose any confidential information. In that event, the disclosing party shall immediately notify the other party of this legal requirement. In any event the disclosing party shall disclose only that part of the confidential information that is required to be disclosed and shall use reasonable efforts to obtain an assurance that the information disclosed will be treated confidentially.
- 15.6. Each party shall protect the confidentiality of said information by making all the necessary arrangements with its personnel.

- 15.7. These confidentiality obligations between the parties shall remain in force for one (1) year after the termination of this agreement.
- 15.8. None of the provisions of these Terms is intended to be for the benefit of, or enforceable of third parties (other than permitted assignees of One. who shall be entitled to enforce the provisions of these Terms as if original parties to it).
- 15.9. One. will be entitled to use the Client's name and/or logo in order to support the provision of the Services and promotion of One. This will include use on social media channels (such as LinkedIn, Facebook and Twitter).

16. ADDITIONAL PROVISIONS

- 16.1. These terms are effective as of August 1st, 2019 and replaces all previous terms.
- 16.2. We are happy to answer any questions regarding these terms, the Agreement and any other (legal) matters. Please send an e-mail to debbie@oneworks.co.