

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF SAM RECRUITMENT DEUTSCHLAND A BUSINESS UNIT OF AMBITIOUS PEOPLE GERMANY GmbH**

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**Article 1: Definitions and applicable conditions**

1.1 These General Terms and Conditions apply to all offers/requests for quotations and contracts regarding the performance of services by Ambitious People Germany GmbH and by all its affiliated companies (hereinafter known as: the Contractor) on the basis of the order agreement, in particular intermediary agreements with its party to the contract (hereinafter known as: the Client) and also to all legal relationships arising from these contracts and to all non-contractual relationships between the parties, in particular torts.

1.2 In these General Terms and Conditions, the following terms have the following meanings:

- Candidate: the natural person who has been recruited and selected by the Contractor to fill a vacancy at the Client's firm.

- Gross annual salary: the salary paid on the basis of a full year and full-time employment (forty hours) in the first year of employment with the Client. This gross annual salary may also include a (possible) thirteenth month's salary, holiday pay, holiday allowances, bonuses/commissions (on-target earnings/OTE), travel budget (car/remuneration of travel expenses), reimbursements of relocation expenses, and any other primary and secondary conditions and benefits that may be agreed between the Candidate and the Client. In this context, a car provided by the Client is equal to a gross annual salary of nine thousand euros.

- Introduction: presentation of the Candidate's details by the Agency to the Client. It is irrelevant whether a third party has ever before introduced the candidate, or the Client already knows the Candidate.

- Agreement: the agreement between the Candidate and the Client regarding the entering into of a fixed-term or indefinite employment relationship and regarding the conclusion of a contract for the performance of services in the broadest sense of the word for the Client.

- Contract: the mediation agreement between the Client and the Contractor.

- "On hold" status of an assignment: the suspension of the mediation agreement or mediation activities with the Contractor in any way by the Client.

- All the terms specified in these General Terms and Conditions as well as the amounts mentioned by the Contractor in quotations are exclusive of VAT.

1.3 Provisions that deviate from these General Terms and Conditions – including possibly also the general and specific (shipping) terms and conditions of the Client – apply only if and insofar as they have been expressly accepted in writing by the Contractor.

1.4 These general terms and conditions have been filed by Contractor at the Chamber of Commerce and Industry in Amsterdam under Chamber of Commerce number of Contractor and are made available on the website of Contractor and will, insofar as not yet handed over, be sent on first request to Client. The version most recently filed, or as this applied at the time of the formation of the Agreement, is always applicable

1.5 The Contractor reserves the right to amend these General Terms and Conditions unilaterally. An amendment will also apply to contracts that were concluded prior to the amendment. An amendment will enter into force, at the earliest, fourteen days after the Client or the Candidate has been notified of this amendment. Notification of any amendment has no prescribed form. If the Client or Candidate does not agree to the

amendment, the previously applicable regulations shall continue to apply.

1.6 The contract is not concluded under the condition of exclusivity, unless the parties agree otherwise in writing, which must be confirmed in writing by the Contractor. If the parties agree on exclusivity and the Client acts contrary to the agreed exclusivity, the Client will owe a flat rate sum of compensation that becomes due and payable immediately and which amounts to the minimum fee in line with Article 4 of these Terms and Conditions, unless the Client can prove a lesser amount of damages or the Contractor a greater amount of damages.

**Article 2: Conclusion of the contract**

2.1 The way the Client places the order with the Contractor for the performance of services has no prescribed form. The contract enters into effect upon the acceptance of the contract by the Contractor for a service provided by the Client (order confirmation) or by the actual start of the provision of the service by the Contractor.

2.2 After the contract has been concluded, the Contractor will be entitled to use the Client's name and/or logo in order to support the provision of the services and to promote the Contractor.

2.3 If, after conclusion of the contract with the Contractor, the Client withdraws the assignment provided by the Client, or withdraws a vacancy still to be filled, or wishes to put the assignment or the filling of a vacancy 'on hold' for a period longer than four weeks, fundamentally changes the job profile or fills a vacancy with an internal candidate who is already in the employment of Client, then the Client will owe to Contractor for each withdrawn assignment or vacancy a cancellation fee amounting to €5,000, unless the Client can prove a lesser amount of damages or the Contractor a higher amount of damages

**Article 3: Agreement**

3.1 If, an agreement is concluded between the Client, as well as between any companies affiliated to the Client in any manner whatsoever, and the Candidate proposed by Contractor within one year after the initial introduction, the Client will be obliged to provide written notification to Contractor regarding this within five working days from the coming into effect of the agreement, enclosing the terms and conditions of the agreement. If Client does not fulfil this obligation, any right to the ex gratia payment provision, as described in Article 8 of these General Terms and Conditions of Delivery, will lapse. As regards whether or not an agreement exists, it is not of relevance if the conclusion of a (employment) contract between Client and the Candidate includes a provision regarding the proper completion of a probationary period, or that the proposed Candidate fills a different role than the one for which he or she was introduced to Client.

3.2 An agreement also exists if a vacancy is cancelled after an agreement is reached.

3.3 If Client does not inform Contractor in writing within five working days from reaching agreement, then Client will owe to Contractor an immediately due and payable financial penalty amounting to €10,000, unless the Client can prove a lesser amount of damages or the Contractor a greater amount of damages, without prejudice to the right of Contractor to invoice the Client a fee in accordance with Article 4 or, as the case may be, Article 3.4.

3.4 If the Client fails to send salary details within five working days after being requested to do so in writing by the Contractor, namely the employment contract and the gross annual salary, in order to give the Contractor the opportunity to (subsequently) charge the Client the fee that the Client owes in accordance with Article 4 of these General Terms and Conditions of Delivery, the Client will owe the Contractor an immediate flat rate sum of damages amounting to €35,000, unless the Client can prove a lesser amount of damages or the Contractor a higher amount of damages.

3.5 Up to two (2) years after the end of the agreement, the Client is not permitted to offer an employment contract to the Contractor's employees and/or to make an offer for the conclusion of a contract with the Client in any form whatsoever without the explicit written consent of the Contractor. Upon an infringement of this prohibition or the provisions in this article, the Client will owe a penalty payable on demand amounting to

€50,000 unless the Client can prove a lower amount of damages or the Contractor a higher amount of damages. This shall apply regardless of the right of the Contractor to demand the fulfilment of the provisions in this article.

**Article 4: Fee**

4.1 At the time of an agreement between the Client and a Candidate, the Client will owe to Contractor a fee based on the gross annual salary of the Candidate concerned, in accordance with the rates as described in Article 4.2, to which a minimum fee amounting to €17,500 applies.

4.2

Gross annual salary	Fee
Up to and including €63,500	€17,500
from €63,500 - €75,000, inclusive	27.5%
from €75,000 - €100,000, inclusive	30 %
from €100,000 (executive search)	35%

**Article 5: Payment**

5.1 The fee as specified in Article 4 of these Terms and Conditions will be invoiced by the Contractor to Client with the time that the Client enters into an agreement with a Candidate as the invoice date.

5.2 Invoices must be paid within 14 calendar days from the invoice date. If this payment period is exceeded, the Client will be in default by operation of law and shall owe interest on arrears amounting to the statutory provisions applicable at the time. The Client has no right of offset or right of retention unless the counterclaims are legally established or recognised by the Contractor.

5.3 The Parties may agree different payment terms, whereby the Client, in the context of the contract awarded by him, may owe a shortlist fee or retainer fee and the payment terms are confirmed in writing and a different payment period may apply.

5.4 If the Client does not object in writing to the contents of the invoice within five calendar days after the invoice was sent, it is assumed that the Client agrees to the invoice.

5.5 Payment can be effected only with a legal means of payment in cash or by bank transfer to the bank account of the Contractor as indicated on the invoice.

5.6 If the payment deadline specified in Article 5.2 and/or an order confirmation is exceeded, the Client has no right (any longer) to the ex gratia payment provision as described in Article 8 of these General Terms and Conditions. Also in the event of the payment period being exceeded, all (if any) remaining outstanding invoices/receivables and invoices yet to be sent become immediately due and payable in full. If the standard Fee, Payment and/or ex gratia payment provision as described in respect to article 4,5 and 8, the Client is only entitled to half of the standard ex gratia payment provision.

5.7 The Client is not entitled to suspend or offset any payment obligations on the basis of the contract. This does not apply if the counterclaim or the right of retention is recognised or legally established.

**Article 6: Liability**

6.1 The Contractor is on no account liable for damage that has been or will be caused by a Candidate. The Client himself must check whether the Candidate is suitable for the position, has the required experience and has any necessary (work) permits, worker or self-employed status and/or other required documents. The Contractor is by no means a party in the contract between the Client and a Candidate. The Candidate is not a vicarious agent of the Contractor.

6.2 The Contractor is not liable for damage, loss or delay arising from an imputable failure, a tort or any other reason and in any form whatsoever, unless it concerns intent or gross negligence as well as breach of a principal obligation – an obligation on the fulfilment of which the Client may rely – or the injury to life, limb or health on the part of the Contractor. When a violation of a principal obligation occurs, liability is limited to the damage that can typically be expected.

**Article 7: Confidentiality clause**

The Client is subject to a confidentiality agreement regarding the information about Candidates. All information (in the broadest sense of the word) about Candidates is strictly confidential. If confidential information about a Candidate is

divulged by the Client to a third party, the Client shall owe the Contractor a flat-rate sum of damages that falls due immediately and which amounts to €25,000 per violation, unless the Client can prove a lesser amount of damages or the Contractor a higher amount of damages.

**Article 8: The end of the employment relationship of the Candidate/ex gratia payment provision**

8.1 If an employment contract with a Candidate terminates within eight weeks from the beginning, because the Candidate himself resigns or the Client cancels the contract with the Candidate during this period or cancels it by mutual agreement, for the reason that the Candidate is not working according to the rules, which the Client must substantiate with relevant documents, the Contractor will repay the Client, in accordance with the ex gratia payment provision, a portion of the fees already received, within 30 days after receiving the relevant documents and the approval of the directors of the agency, corresponding to 12.5% of the remuneration invoiced by the Contractor, and this for each calendar week that the Candidate was not in service during the period of eight weeks from the beginning of the employment relationship of the Candidate. This ex gratia payment provision does not apply if the poor work of the Candidate or the reason for the termination of the Candidate is attributable to the Client.

8.2 The Client shall notify the Contractor in writing within five calendar days from the date of termination or from the date of signing an annulment or settlement contract by mutual agreement, stating the reason for the termination or the deficient work of the Candidate in line with the provisions of the 8.1 paragraph.

8.3 After the period referred to in Article 8.2 has expired, the Client's right to invoke the ex gratia payment provision referred to in Article 8.1 will lapse. The Client will bear the burden of proof with regard to the Contractor being informed in writing within the term stipulated.

**Article 9: Personal data / Data protection**

9.1 For the purpose of this article, the capitalized terms shall have the meaning set out in applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR").

9.2 The Agency Processes Personal Data of Candidates in the manner as set out in the Agency's privacy statement. As the Agency may share such Personal Data with the Client in the performance of services, the parties agree that the Client shall comply with the relevant data protection legislation, in particular the GDPR, and the conditions as set forth in this Clause 9.

9.3 The Client acknowledges that, upon receipt of Personal Data, the Client becomes (joint) Data Controller of that Personal Data, as the Client shall, from that point on, (jointly) determine the purpose and means of Processing that Personal Data.

9.4 The Client ensures that the persons authorized by the Client to Process the Personal Data have committed themselves to confidentiality.

9.5 The Client shall arrange for all appropriate technical and organizational measures, to the extent such measures may be reasonably expected of the Client, to protect the Personal Data from loss, loss of integrity or from any form of unlawful Processing; and shall ensure that these measures meet all requirements under the data protection legislation, including but not limited Clause 32 of the GDPR.

9.6 If the client commissions subcontractors to fulfil the contract, the client must impose the data protection obligations contained in this section 9 on the subcontractors. Upon request, the contractor will receive a list of the contractor's subcontractors.

9.7 The Client shall provide all reasonable assistance to the Agency in order for the Agency to fulfil its obligations to respond to requests by Data Subjects exercising their rights under applicable data protection legislation.

9.8 The Client shall provide all reasonable assistance to the Agency in order for the Client to comply with its obligations pursuant to Clause 32 through 36 of the GDPR, taking into account the nature of the Processing and the information available to the Client.

9.9 In case the Client discovers a security breach that may adversely affect the protection of Personal Data received by the Client from the Agency and Processed by the Client, the Client will notify the Agency, to the extent permitted by law, as soon as

reasonably possible. The parties will cooperate with each other on the investigation of the Personal Data Breach. In case of a Personal Data Breach within its organization, the Client shall -to the extent necessary- be responsible for notifying the relevant authorities and the Data Subjects concerned.

9.10 The Client shall make available to the Agency all information necessary, to the extent this is possible and reasonable, to demonstrate compliance with the conditions laid down in this Clause 9. The Client shall cooperate, to the extent this is possible and reasonable, with any audits conducted by the Agency or another auditor mandated by the Agency.

**Article 10: Applicable law and disputes**

10.1 All agreements between the Contractor and the Client are governed by German law, even if the contract has an international character.

10.2 The court of jurisdiction for all disputes – including disputes that only one of the parties deems to be such – arising between the Client and the Contractor in connection with this agreement or the agreements ensuing therefrom is Düsseldorf, Germany.