

## GENERAL TERMS & CONDITIONS FOR PERMANENT RECRUITMENT, SELECTION & SEARCH

### 1. Scope of Agreement

1.1. These General Terms & Conditions of Lainsburgh Netherlands B.V. ("Lainsburgh") govern all current and future work with XXX ("the Client"), including contracts, offers, tenders, and services. In case of a conflict with any other agreement, these terms take precedence.

### 2. Definitions

2.1. **Client:** XXX or any related group companies to which Lainsburgh introduces a Candidate.

2.2. **Candidate:** The person introduced by Lainsburgh to the Client for an Engagement, including any officers, employees, or members of the Candidate's company or partnership, and Lainsburgh's own staff.

2.3. **Data Protection Legislation:** The General Data Protection Regulation (EU 2016/679) and applicable national laws in the Netherlands

2.4. **Engagement:** The employment or use of the Candidate by the Client or any Third Party introduced by the Client, whether permanent or temporary, direct or indirect.

2.5. **Introduction:**

- a) Interviewing the Candidate by any method, or
- b) Receiving the Candidate's CV or information.

2.6. **Remuneration:** Base salary or fees, holiday allowance, company car (valued at €10,000 if applicable), and guaranteed bonuses. Pension and medical benefits are excluded.

2.7. **Third Party:** Any company or person not defined as the Client. Subsidiary and associated companies of the Client are included.

### 3. General Terms & Conditions

3.1. These Terms & Conditions form the entire agreement between Lainsburgh and the Client and are accepted by the Client through:

- a) Introduction or Engagement of a Candidate,
- b) Passing Candidate information to a Third Party,
- c) Interviewing or requesting to interview a Candidate,
- d) Signing these Terms, or
- e) Any other written acceptance.

3.2. These Terms apply regardless of the type of work for which the Candidate is engaged.

3.3. These Terms supersede all previous agreements related to this subject.

3.4. These Terms take precedence over any other business terms or conditions of the Client.

3.5. The Client authorizes Lainsburgh to seek Candidates and, if requested, to advertise for Candidates as agreed.

### 4. Obligations of Lainsburgh

4.1. Lainsburgh will make best efforts to introduce suitable Candidates, but cannot guarantee a match for every vacancy.

4.2. While Lainsburgh strives to find suitable Candidates, it does not verify references or qualifications independently, nor guarantees their suitability. Lainsburgh is not liable for matters beyond its knowledge.

4.3. Information on Candidates is provided in good faith, relying on the Candidate's disclosures. The Client is responsible for verifying the Candidate's suitability, including references.

4.4. The Client is responsible for obtaining work permits, verifying qualifications, arranging medical checks, and ensuring legal compliance for the position.

### 5. Client Obligations

5.1. The Client will provide Lainsburgh with details of the position, including job duties, location, hours, required experience, qualifications,

authorizations, and any known health and safety risks with corresponding prevention steps.

5.2. The Client will specify the start date, job duration, remuneration, benefits, payment intervals, and notice period for the Candidate's role.

5.3. The Client will notify Lainsburgh within 5 business days if they have already received a Candidate's details from another agency for the same vacancy. If no notice is given and the Candidate is engaged, Lainsburgh may charge a fee as per clause 6.

5.4. The Client will not ask Lainsburgh to engage in unlawful discrimination and will provide requested information if a Candidate files a complaint.

5.5. The Client is liable for the fee if an Engagement offer, verbal or written, is withdrawn by the Client after the Candidate has accepted.

### 6. Fees

6.1. The Client will pay Lainsburgh a fee as per clause 6.3 if they engage any Candidate introduced by Lainsburgh within 12 months of the Introduction.

6.2. Candidate Introductions are confidential. If the Client discloses Candidate details to a Third Party, resulting in the Candidate's Engagement within 12 months, the Client must pay Lainsburgh's fee as outlined in clause 6.3, with no rebate to the Client or Third Party.

6.3. The fee is 20% of the Candidate's first 12 months' Remuneration or €12,000, whichever is higher.

6.4. For Engagements under 12 months, the fee is based on annualized Remuneration. For roles under 40 hours per week, the fee is calculated on a full-time basis.

6.5. Client-requested expenses, like advertising, will be charged separately and are payable regardless of whether the Candidate is Engaged.

6.6. Lainsburgh may charge a fixed €2,500 fee if:

- An internal candidate is hired for the position after a Lainsburgh Candidate has been interviewed, or,
- The hiring has been cancelled or frozen for more than 3 months after Lainsburgh Candidate has been interviewed.

This fee does not apply if Lainsburgh fails to present a suitable Candidate or if the position is filled internally without any Lainsburgh Candidate interview.

### 7. Invoices

7.1. Except as stated in clauses 6.2 and 6.6, fees are incurred only when a Candidate is engaged, upon which Lainsburgh will issue an invoice.

7.2. The Client agrees to pay invoices within 30 calendar days of the invoice date.

7.3. All invoices are deemed accepted unless the Client disputes a portion in writing within 5 business days, specifying the disputed amount and reason. The undisputed portion must be paid within the standard terms, and both parties will work promptly to resolve the dispute.

7.4. If an invoice remains unpaid after 30 days, the Client is in default and will be charged interest at 2.5% per month on the overdue amount. A copy of the invoice in Lainsburgh's possession serves as proof of due interest and the start date for interest calculation.

### 8. Rebates

8.1. If the Candidate resigns or is terminated by the Client within the first 3 months of the probation period, Lainsburgh will make every effort to find a replacement. If a replacement cannot be found within a 6-month timeframe, the Client will receive a credit rebate of 80% of the original fee to be used against future recruitment fees.

8.2. To qualify for a credit rebate, the Client must:

- a) Notify Lainsburgh within 7 business days of the Candidate's departure or notice thereof;



- b) Have paid Lainsburgh's invoice within the terms outlined in clause 7.2;
- c) Not have terminated the Candidate due to redundancy, reorganization, or strategic/regulatory changes;
- d) Ensure the Candidate's departure was not due to discrimination, abuse, undisclosed job changes, or other adverse conditions;
- e) Have hired a replacement candidate in the role. Should the Candidate not be replaced in a similar role, level, or location, no rebate will be applied.

8.3. If the Client re-engages the Candidate directly or indirectly, any rebate given under clause 8.1 must be repaid to Lainsburgh immediately.

## 9. Liability and Indemnity

9.1. Lainsburgh shall not be liable for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) incurred by the Client arising from or related to Lainsburgh's efforts in sourcing a Candidate, the Introduction or Engagement of a Candidate by the Client, or the Client's disclosure of Candidate information to a Third Party. Lainsburgh is also not liable for any failure to introduce a Candidate.

9.2. Notwithstanding clause 9.1, nothing in these Terms & Conditions shall exclude or limit Lainsburgh's liability for personal injury or death where such liability cannot be legally excluded.

9.3. Lainsburgh is not liable for any failure to perform its obligations under these Terms & Conditions if caused by circumstances beyond its reasonable control.

9.4. The Client agrees to indemnify Lainsburgh against any costs (including legal fees), claims, or liabilities incurred directly or indirectly by Lainsburgh in connection with these Terms & Conditions, including (without limitation) those arising from:

- a) any breach of these Terms & Conditions by the Client or its employees/agents;
- b) any breach by the Client or a Third Party (including its employees or agents) of applicable statutory provisions, including but not limited to laws regarding discrimination, immigration, and employment regulations;
- c) any unauthorized disclosure of Candidate details by the Client or a Third Party.

## 10. Termination

10.1. These Terms & Conditions may be terminated by either party without liability to the other in the following circumstances:

- 10.1.1. By giving 7 calendar days' written notice;
- 10.1.2. If either party enters into a voluntary arrangement with creditors (as per the Insolvency Act 1976), becomes bankrupt (if an individual or firm), is subject to an administration order, or goes into liquidation (unless for amalgamation or reconstruction);
- 10.1.3. If either party ceases or threatens to cease business operations.

## 11. Equal Opportunities

11.1. Lainsburgh is committed to promoting equal opportunities and expects the Client to fully comply with all anti-discrimination legislation in the selection and treatment of Candidates. Both Lainsburgh and the Client shall avoid any prohibited distinctions based on religion, faith, political views, gender, race, nationality, sexual orientation, civil status, disability, chronic illness, age, or any other protected grounds.

## 12. Non-solicitation

12.1. The Client and Lainsburgh agree to make their best efforts to refrain from engaging, approaching for employment opportunities, or hiring any individual employed by the other Party for a period of 12 months following the last placement made under these Terms & Conditions.

## 13. Confidentiality and Data Protection

13.1. All information contained within these Terms & Conditions shall be treated as confidential. The Client agrees not to disclose any such information to any Third Party, except to its own employees and professional advisers, or as required by law.

13.2. The Client shall not, without prior written consent from Lainsburgh, share any information about the Candidate with any Third Party, including for employment or reference-checking purposes, unless the Candidate has provided prior knowledge and approval.

13.3. Both Parties agree to comply with all applicable Data Protection Legislation and shall avoid causing or prompting the other Party to breach any Data Protection Legislation in connection with these Terms & Conditions. The Parties acknowledge that, for the purposes of Data

Protection Legislation, both Lainsburgh and the Client act as Data Controllers, as defined in the applicable legislation.

## 14. Marketing

14.1. To attract Candidates and effectively represent the Client while providing recruitment services, the Client permits Lainsburgh to use the Client's trademarks, logos, and/or brand names for marketing and promotional purposes. Lainsburgh agrees to provide the Client with full details prior to any such use.

## 15. General

15.1. Lainsburgh's failure to enforce any clause in these Terms & Conditions at a particular time shall not be considered a waiver of those rights or the right to enforce these Terms & Conditions in the future.

15.2. No provision in these Terms & Conditions shall be enforceable by any person who is not a party to it, as stipulated by the Contract.

15.3. If any provision or part-clause of these Terms & Conditions is deemed invalid, void, illegal, or otherwise unenforceable by a judicial body, the remaining provisions shall continue to be in full force and effect, to the extent permitted by law.

15.4. Any reference to legislation, statutes, acts, or regulations includes any future revisions, re-enactments, or amendments.

## 17. Variation

17.1. No variation or amendment of these Terms & Conditions shall be valid unless confirmed in writing by both the Client and Lainsburgh. Any approved changes will be documented in Appendix B: Variation to Terms & Conditions ("Appendix B"). In case of any conflict between this Agreement and Appendix B, the terms in Appendix B shall take precedence.

## 18. Applicable Law

18.1. These Terms & Conditions shall be governed by the laws of the Netherlands

These Terms and Conditions are accepted by :

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_