

General terms and conditions of SalesSupply B.V.

Article 1. Definitions

In these general terms and conditions, the following terms are defined as stated below:

1. **SalesSupply:** the company defined in article 2 of these general terms and conditions;
2. **Client:** the natural or legal person assigns SalesSupply to perform the Work. Client also refers to organisations which the Party, to whom the candidate was initially proposed, is affiliated with in a corporate or organisational structure;
3. **Candidate:** any natural person recruited and selected by SalesSupply to enter into an (employment) agreement with the Client or to fill a vacancy with the Client;
4. **Work:** all Work assigned by the Client, or performed by SalesSupply for the Client on any other account. The foregoing applies in the broadest sense of the word and in any event includes the Work stated in the Collaboration Agreement;
5. **Collaboration Agreement:** the agreements set down in Writing between SalesSupply and the Client concerning the Assignment for the performance of the Work specified in the Assignment;
6. **Assignment:** the agreement between SalesSupply and the Client, whereby SalesSupply undertakes in respect of the Client to make an effort to recruit and select one or more Candidates to be employed by the Client, or to advise on any of the Client's points at issue;
7. **Written/In Writing:** notification by e-mail, by WhatsApp or by post;
8. **Documents:** all documents, information and/or data carriers provided by the Client to SalesSupply, as well as all documents, papers, information and/or data carriers produced by SalesSupply under the execution of the Assignment;
9. **Recruitment & Selection, recruitment or executive search:** an Assignment whereby SalesSupply selects one or more Candidates for the purpose of employment (or a similar form of employment) for a Client and introduces such Candidate(s) to the Client verbally or in Writing;
10. **Third party/parties:** other natural or legal person(s) who is/are not part of the Collaboration Agreement;
11. **Fee/Recruitment fee:** the fee payable by the Client to SalesSupply for the recruitment & selection or recruitment after the Assignment has been completed;
12. **Start fee:** a fixed amount charged by SalesSupply to the Client at the start of the Agreement/Recruitment process. In case of a successful placement (candidate joins the Client), this Start fee will be deducted from the total Recruitment fee/total fee;
13. **Party(ies):** SalesSupply and the Client jointly, or each as an individual contracting party;
14. **Profile:** A document prepared by SalesSupply which sets out the duties of the position in question, the Client's relevant job requirements and the associated terms of employment: salary, bonus, holidays and other fringe benefits;
15. **Gross Annual Salary:** the Gross Annual Salary is the annual salary including all emoluments earned by the candidate nominated by SalesSupply upon commencement of employment. This annual salary is also based on a full working week and a full year in case of a part-time position and/or employment for less than one year. This gross annual salary is exclusive of any variable bonus(es) and/or provisions, yet inclusive of aspects such as holiday pay, a single or double end-of-year bonus, premium fees, a mobility allowance or a comparable travel allowance, an expense allowance, any guaranteed bonuses and profit shares and furthermore all payments and employee benefits quantifiable as such.

Article 2. SalesSupply B.V.'s identity

Name:	SalesSupply B.V.
Address:	Vissershavenweg 63
Postal code:	2583DL The Hague
Chamber of Commerce no:	64731693

Article 3. General provisions

1. These general terms and conditions apply to every offer and all (legal) acts of SalesSupply and to every Collaboration Agreement concluded between SalesSupply and the Client.
2. Notwithstanding the previous paragraph and before the Collaboration Agreement is concluded, if the Collaboration Agreement is concluded electronically, the text of these general terms and conditions may be provided to the Client

electronically in such a way that it can be easily stored by the Client on a durable data carrier. If this is not reasonably possible, the location of the general terms and conditions will be provided where they can be inspected electronically prior to the conclusion of the Collaboration Agreement and at the Client's request, they will be sent electronically or in another manner free of charge.

3. Unless expressly agreed otherwise and In Writing, the applicability of other (general) terms and conditions is excluded.
4. Any deviations or additions to these general terms and conditions shall only be valid if expressly agreed in Writing.
5. Even if SalesSupply does not every time demand strict compliance with these terms and conditions, this does not mean that the provisions do not apply or that SalesSupply would to any extent lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.
6. If and to the extent that any provision of these general terms and conditions and/or the Collaboration Agreement cannot be invoked pursuant to reasonableness and fairness, its unreasonably onerous nature, nullity or voidability, the provision in question shall in any event be construed as closely as possible to its content and purport to the extent that it can effectively be invoked.
7. SalesSupply cannot guarantee that the work performed will at all times achieve the result desired by the Client. The accepted Assignment or Collaboration Agreement explicitly results in a best-effort obligation and not in an obligation to achieve a result.
8. SalesSupply is entitled to engage Third Parties for the execution of the Collaboration Agreement.
9. Information and communications from SalesSupply are with the reservation of (typing) errors. These (typing) errors do not bind SalesSupply.
10. In the event of a conflict between the text of these general terms and conditions and the text of the Collaboration Agreement, the text of the Collaboration Agreement shall prevail, unless expressly agreed otherwise In Writing in the Collaboration Agreement.
11. SalesSupply has the right to suspend the fulfilment of all its obligations, including, inter alia, the issue of documents or other items to the Client or Third Parties, until such time as all due and payable claims against Client have been paid in full.

Article 4. The offer

1. All offers by SalesSupply are in principle without obligation, unless the offer contains a deadline for acceptance or if otherwise agreed in Writing in the offer. If an offer contains a non-binding offer, and it is accepted, SalesSupply shall at all times have the right to revoke this offer within 2 (two) working days upon receipt of acceptance through a registered communication addressed to the Client.
2. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
3. The offer contains a description of SalesSupply's offered Work. The description shall be sufficiently detailed to enable a proper assessment of the offer by the Client. Obvious mistakes or obvious errors regarding e.g. amounts displayed shall not bind SalesSupply.
4. Verbal promises made by SalesSupply shall only be binding if confirmed In Writing.

Article 5. The Collaboration Agreement

1. The Collaboration Agreement takes effect from the moment of acceptance by the Client of the offer and the fulfilment (if any) of the relevant conditions laid down.
2. The Collaboration Agreement will specify the rights and obligations regarding SalesSupply's services. The Collaboration Agreement shall be binding on SalesSupply for the first time once the Client has returned the Written confirmation signed as agreed to SalesSupply.
3. SalesSupply reserves the right not to execute a concluded Collaboration Agreement, for instance if it has reasonable doubt or information that the Client will not (be able to) fulfil its (financial) obligations. If SalesSupply refuses, it shall inform the Client of the refusal In Writing within a reasonable period after the conclusion of the Collaboration Agreement.
4. The Collaboration Agreement between SalesSupply and the Client shall in principle be entered into for an indefinite period, unless the nature of the Collaboration Agreement dictates otherwise or if the Parties expressly agree otherwise In Writing.
5. These general terms and conditions also apply to future, additional Collaboration Agreements and/or follow-up assignments.

6. Agreed delivery times of SalesSupply are at all times indicative time limits. Delivery times are therefore not deadlines. Exceeding a delivery time explicitly does not entitle the Client to any form of compensation and explicitly does not lead to an attributable default on the part of SalesSupply and therefore does not constitute a ground for dissolution of the Collaboration Agreement either. If such a delivery time is exceeded, the Client may, however, set a new reasonable delivery time in which SalesSupply must execute the Collaboration Agreement.
7. The Client's right of suspension and right of offsetting are expressly excluded.
8. SalesSupply has the right to use, inter alia but not exclusively, logos, brands and trade names of the Client for the execution of the Collaboration Agreement or for promotion and/or reference.
9. If during the Collaboration Agreement Work is performed for the Client's profession or company, which is not covered by the Work to which the Collaboration Agreement relates, Such Work will be deemed to have been performed under a separate (and possibly yet to be concluded) Collaboration Agreement.

Article 6. The Assignment

1. The Client shall be independently responsible with respect to the decision to enter into an (employment) agreement with a Candidate selected by SalesSupply, as well as with respect to the contents of this (employment) agreement. The Client accepts that SalesSupply is in no way liable for shortcomings of, and/or damage caused by Candidates selected by the Client.
2. A 'successful placement' shall have been effected when the Client agrees, for itself, through and/or for Third Parties, to an employment relationship of any nature whatsoever with a Candidate offered by SalesSupply under an Assignment or introduction.
3. SalesSupply is entitled to charge a full fee or the full Recruitment fee when the Client enters into an (employment) agreement with a Candidate proposed by SalesSupply under an Assignment or introduction, except for any deviations In Writing.
4. In the event of a successful placement, upon which the entire fee/Recruitment fee shall be due and payable to SalesSupply, the Start fee will be deducted by SalesSupply from the final invoice to the Client.
5. An Assignment ends from the moment a placement is made or from the moment that (one of the) parties - after expiry of the term agreed in the Assignment Confirmation – terminate(s) the Assignment.
6. Upon approval of the Profile by the Client, no changes to the Assignment or Profile can in principle be made by the Client, subject to SalesSupply's Written consent.
7. If the Client withdraws an Assignment or, contrary to the previous paragraph, wishes to change essential parts or features of the Assignment or Profile, either one of two situations may be applied:
8. SalesSupply agrees in writing to the change(s), and proceed with the amended Assignment. In such case, SalesSupply will charge the Client for the (additional) costs involved according to its usual rates; or
9. SalesSupply terminates the Assignment/Collaboration Agreement, charging at least the Start fee to the Client. The amount of the total amount charged to the Client in such cases is based on the total hours worked and investments made up to that point, and amounts to at least 50% (fifty per cent) of the total Recruitment fee.
10. Modification of essential features of an Assignment means: changing elements of the Assignment and/or Profile to such extent that, in SalesSupply's opinion, a new Assignment has been created.
11. Notwithstanding the provisions of paragraph 6, SalesSupply will not charge additional costs if the change or supplement is the result of a circumstance attributable to SalesSupply itself.

Article 7. Assignments temporarily put on-hold

1. In mutual consultation and only with SalesSupply's Written permission, the Client may temporarily put a current Assignment on-hold. Whether such a request by the Client can be complied with is at SalesSupply's discretion.
2. The duration of the on-hold period (break) shall not exceed 3 (three) months. In specific cases, SalesSupply will notify the Client of how long the on-hold situation may continue.
3. If the Assignment cannot be resumed after the expiry of the on-hold period agreed between the Parties, SalesSupply shall be free to terminate the Collaboration Agreement and in any case charge the Start fee to the Client. The amount of the total fee charged to the Client in such cases shall be based on the total hours worked and investments made up to that point, and shall be at least 50% (fifty) of the total Recruitment fee.

Article 8. The parties' obligations

Obligations for the Client:

1. The Client shall provide SalesSupply with any required information, materials and matters with respect to the Candidate in a timely and appropriate manner and in the manner required by SalesSupply, which may include the desired Profiles, work experience and educational requirements.
2. The Client shall provide SalesSupply with all relevant (internal) information of the Client affecting SalesSupply's services in a timely manner, including but not limited to organisational changes, changes to the place of employment and personnel changes.
3. The Client shall constructively cooperate to the completion of the procedures agreed by the Parties within the agreed timeframes.
4. The Client shall treat all information relating to Candidates as confidential and shall not use such information without the Candidates' and/or SalesSupply's consent.
5. The Client is obliged to make the Candidate selected by the Client a good and appropriate offer, which in any case is in accordance with the vacancy text and/or Profile verified by him. If the Client makes the Candidate a significantly poor offer, which, for example, is not in accordance with the vacancy text/content and/or Profile, and the Candidate does not agree to this offer after which the Candidate cannot be placed, the Client is presumed to be responsible for this. With respect to this, SalesSupply reserves the right to charge the Client at least the Start fee, as well as 50% of the total Recruitment fee, as compensation for the hours already worked, investments made and the risk run.
6. The Client is explicitly not permitted to communicate directly with the Candidate or Candidates of SalesSupply, to contact them without the agency of SalesSupply or to create the impression with them that communication can also be made directly through the Client. This will be on the penalty of an immediately payable fine to the amount of € 5,000 (five thousand) euros for each violation and without the need for any damage and without prejudice to SalesSupply's other rights, including the right to claim damages in addition to the fine.
7. With respect to the execution of the Collaboration Agreement, the Client is at all times obliged to first send the employment contract to SalesSupply, and subsequently SalesSupply will forward it to the chosen Candidate for signing, which is to ensure the quality and confidentiality of its service.
8. During the term of the Collaboration Agreement/Assignment as well as a period of 18 (eighteen) months after its expiry, the Client is not permitted, without SalesSupply's agency, to hire the Candidate either by itself or through an affiliated company, or to offer him or her an (employment) contract in any other way. If the Client initially refuses a Candidate and at a later stage within a period of 18 (eighteen) months after the end of the Assignment still wishes to employ him or her, SalesSupply must be notified accordingly. In such case, the Client must send SalesSupply a copy of the employment contract concluded with the relevant Candidate. An infringement of this article shall result in a penalty payable by SalesSupply of 3 (three) times the entire Recruitment fee agreed for that Assignment, which shall be immediately due and payable.
9. The Client is not permitted either to pass on any data about the Candidates proposed by SalesSupply to Third Parties in any way and to introduce such Candidates to Third Parties. An infringement of this article will result in a penalty payable to SalesSupply to an amount equal to 25% (twenty-five per cent) of the agreed Recruitment fee for that Candidate, without loss of the right to claim compensation for actual damages.
10. If the Client fails to comply with its obligations under Article 7 of these general terms and conditions, it thereby accepts that the objectives, deadlines and costs of the Collaboration Agreement may possibly change. SalesSupply will inform Client as soon as possible of the consequences of non-compliance with these obligations.

Obligations for SalesSupply:

1. In the event that the Assignment (also) involves recruitment and selection, SalesSupply is obliged to make every effort to recruit and select a suitable Candidate for the Client. SalesSupply shall be assumed to make every effort with regard to this task in a manner as may be expected of a reasonably acting professional in the line of business.
2. In other cases too, SalesSupply is obliged to act in accordance with the methods and conduct to be expected of a reasonably acting professional.
3. If the Client has provided any items to SalesSupply for the execution of the Collaboration Agreement, SalesSupply shall be obliged to return these items to the Client immediately after the termination of the Collaboration Agreement.

Article 9. Recruitment & Selection, recruitment or executive search

1. Recruitment & selection, recruitment or executive search: the Assignment whereby SalesSupply selects one or more Candidates for the purpose of employment (or a similar form of employment) for a Client and introduces such Candidate(s) verbally or in Writing to the Client.
2. A successful placement shall have been effected (fulfilment of the Assignment by the Contractor to perform Work in the field of Recruitment & Selection, recruitment or executive search) if a Candidate proposed by SalesSupply to the Client enters into an (employment) contract or is otherwise employed for or on behalf of the Client. This also applies in respect of companies affiliated with the Client or work 'free of charge'.
3. The Client is expressly not permitted to disclose any details of Candidates proposed by SalesSupply to Third Parties without SalesSupply's prior Written consent. If the Client does not enter into an (employment) agreement or other type of partnership with the relevant Candidate, the Client must destroy the data. The Client is explicitly not allowed to make and keep copies of such data.

Article 10. Equal opportunities and due care

1. Every Candidate at SalesSupply receives equal opportunities, regardless of age, gender, marital status, sexual orientation, philosophy of life or religion, political choice, race, ethnic origin or nationality, without prejudice to the objective and realistic job requirements and provided that they meet the Assignment. SalesSupply will not comply with any of the Client's wishes that conflict with the aforementioned points and could lead to (indirect) discrimination.
2. The Client shall indemnify SalesSupply for any consequences of any unauthorised distinctions made by it.
3. SalesSupply shall exercise all due care in performing its recruitment and selection work and refrain from conduct that detracts or may detract from the prestige of this work.
4. The Client will at all times conduct its own introductory/job interviews with selected Candidates. SalesSupply may attend some or all interviews between the Client and the Candidate as part of the services offered.
5. The Client is obliged to form an independent opinion on the suitability of the Candidate before entering into an (employment) agreement with the Candidate. SalesSupply will exercise all due care prior to and during the selection, however, this does not relieve the Client of its duty of investigation. SalesSupply therefore will not accept any liability if the Candidate does not meet expectations, or if the Client has entered into an (employment) agreement based on inaccurate or incomplete information.

Article 11. Dissolution

1. If the Client fails to meet one or more of its obligations, fails to meet them on time or properly, is declared bankrupt, applies for (provisional) suspension and/or deferment of payment, proceeds to wind up its business, as well as when its assets are seized in whole or in part, SalesSupply shall be entitled to suspend the execution of the Collaboration Agreement or to terminate and/or dissolve the Collaboration Agreement by operation of law and without prior notice of default, wholly or in part, through a Written statement, at its discretion and at all times with retention of any of its rights to compensation for costs, damages and interest.

Article 12. Withdrawal of an Assignment

2. A Collaboration Agreement concluded between the Parties may be terminated by either Party at any time with immediate effect by Written notice of termination. This power is provided in Book 7, Section 408 of the Dutch Civil Code.
3. If the Client terminates or withdraws the Assignment during the Assignment period, SalesSupply will be entitled to charge the Client in any case the Start fee and the costs incurred and investments made up to that point.

Article 13. Guarantee

1. Guarantee arrangements shall only apply when expressly agreed In Writing in advance and recorded in the Collaboration Agreement.
2. If the employment is terminated during the probationary period agreed in the (employment) agreement or during a term explicitly mentioned in the Collaboration Agreement, regardless of whether this occurs on the initiative of the Client or the Candidate, the guarantee scheme will take effect. The guarantee scheme means that SalesSupply is obliged to find a new

candidate at no cost. Should SalesSupply not succeed within 3 (three) months, SalesSupply will refund 50% of the total amount/Recruitment fee, less the Start fee.

3. In the even that, after any probationary period agreed between the parties, one of the parties, the Candidate or the Client, wishes to terminate the (employment) agreement, SalesSupply bears no responsibility.
4. The Guarantee Scheme of this article does not apply if the Candidate is no longer employed by the Client due to causes that may be related to changing job content, reorganisations, mergers and takeovers, departure of the direct manager, suspension of payments or bankruptcy of the Client.
5. Except for the guarantee during the probationary period or a term specified in the Collaboration Agreement, SalesSupply provides no guarantees in this respect.

Article 14. Liability

1. SalesSupply is not liable for any direct and indirect loss. SalesSupply's liability for loss resulting from intent or deliberate recklessness on the part of SalesSupply is not excluded.
2. If SalesSupply is nevertheless liable for direct loss, the amount of compensation shall not exceed the amount paid by the liability insurance.
3. In the event that such insurance is not in place, or in the event no recourse can be appealed to under such insurance, SalesSupply's total liability shall be limited to compensation for loss up to the amount of the fee stipulated for that Collaboration Agreement (excluding VAT).
4. Direct loss:
5. Reasonable costs that the Client would have to incur to have SalesSupply's performance comply with the Collaboration Agreement; however, such substitute loss shall not be compensated if the Collaboration Agreement is dissolved by or at the request of the Client;
6. Reasonable costs incurred to determine the cause and extent of the loss insofar as the determination relates to loss within the meaning of these terms and conditions;
7. Reasonable costs incurred to prevent or limit any loss insofar as Client demonstrates that these costs have resulted in the limitation of loss within the meaning of these terms and conditions.
8. The Client shall indemnify SalesSupply against any claims by Third Parties, who suffer a loss with regard to the execution of the Collaboration Agreement;
9. If the Collaboration Agreement is a continuing performance agreement with a term of more than six months, the fee stipulated for that Collaboration Agreement shall be set at the total fees (excluding VAT) of the past six (6) months prior to the event causing loss;
10. A condition for the creation of any right to compensation is at all times that the Client shall report the loss to SalesSupply In Writing by registered letter as soon as possible after its occurrence. Any claim for damages against SalesSupply shall lapse by the mere expiry of 12 (twelve) months after the claim arose.
11. SalesSupply is not liable for any loss inflicted by auxiliary persons as referred to in Book 6, Section 76 of the Dutch Civil Code.
12. SalesSupply shall not be liable for loss of any nature or extent suffered by the Client or Candidate due to incapacity, illness or accidents. SalesSupply is not liable either for the performance of work by the Candidate.
13. SalesSupply shall not be liable for loss, of any nature whatsoever, because SalesSupply has relied on inaccurate and/or incomplete data provided by the Client or if the Client is late in providing the requested data.

Article 15. Force majeure

1. In addition to the provisions of Book 6, Section 75 of the Dutch Civil Code, a default on the part of SalesSupply in the fulfilment of any obligation in respect of the Client cannot be attributed to SalesSupply in the event of circumstances beyond SalesSupply's control, as a result of which the fulfilment of its obligations in respect of the Client is wholly or partly prevented or as a result of which the fulfilment of its obligations cannot reasonably be required of SalesSupply. Such circumstances include non-performance by Third Parties, illness and/or incapacity for work on the part of SalesSupply and/or the Candidate, power and internet failures, hacks and equipment failure. In addition, SalesSupply cannot at all times

guarantee that a selected Candidate will actually want to be introduced to the Client or come for an interview with the Client, as SalesSupply cannot entice/compel the Candidate to show up at the Client

2. If a situation as referred to in paragraph 1 of this article arises as a result of which SalesSupply is unable to fulfil its obligations in respect of the Client, then those obligations shall be suspended for as long as SalesSupply is unable to fulfil its obligations. If the situation referred to in the previous sentence has continued for 30 (thirty) calendar days, both Parties shall have the right to dissolve the Collaboration Agreement In Writing by registered letter in full or in part. In that case, SalesSupply shall not be obliged to compensate any loss, even if SalesSupply enjoys any advantage as a result of the force majeure situation.
3. If the Collaboration Agreement ends pursuant to force majeure, SalesSupply shall be entitled to a payment for the hours already worked or investments and costs incurred at the time of the termination of the Collaboration Agreement.

Article 16. Fee

1. Unless otherwise agreed in Writing, the fee (the Recruitment fee) shall be 25% of the selected Candidate's Gross Annual Salary on a full-time basis (40-hour working week) at the time the employment contract is signed. The Gross Annual Salary is the annual salary including all emoluments to be earned by the Candidate proposed by SalesSupply upon commencement of employment. This annual salary is also based on a full working week and a full year in the case of a part-time position and/or employment for less than one year. This Gross Annual Salary is exclusive of any variable bonus(s) and/or commission, yet inclusive of aspects such as holiday pay, a single or double end-of-year bonus, premium fees, a mobility allowance or a comparable travel allowance, an expense allowance, any guaranteed bonuses and profit shares and furthermore all benefits and employee benefits quantifiable as such. This amount will be increased by SalesSupply with VAT.
2. The Recruitment fee plus VAT, less the Start fee, will be invoiced from the moment the (employment) agreement is signed by the Client and the Candidate.
3. The Client shall provide the data required for the determination of the Recruitment fee and the start date of the Candidate selected by the Contractor as soon as possible, yet no later than prior to the signing of the (employment) agreement with the Candidate following a request made by SalesSupply to that effect. If the Client fails to provide data on time, or insufficient or inaccurate data, SalesSupply shall be entitled to estimate the amount of the Recruitment fee and the start date by itself and invoice in accordance with such estimate.
4. Successful fulfilment of the Recruitment & Selection assignment also includes the case in which a Candidate introduced by SalesSupply to the Client within 18 (eighteen) months after the introduction is employed by the Client or otherwise and/or, whether or not through Third Parties, is employed in any way by the Client or an affiliated company. Unless the Client has made an explicit reservation in this respect in advance, the fee shall moreover be payable if the candidate introduced by SalesSupply turns out to be known to the Client through a job application or otherwise to a greater or lesser extent. For example, through another intermediary or if the Candidate himself has contacted Client or the group company.
5. If the Candidate proposed by SalesSupply to the Client is employed by a Third Party within the aforementioned period of 18 (eighteen) months due to the any actions of the Client, the Client shall owe 25% of the original Recruitment fee to SalesSupply. If the Client does not cooperate to the determination of the amount of the fee, SalesSupply shall be entitled to estimate the amount of the Recruitment fee and the start date by itself and invoice in accordance with such estimate.
6. All amounts are in euros and exclusive of turnover tax and other government levies unless agreed otherwise.
7. If several Candidates from a pre-selection are hired by the Client, the Client is obliged to pay the full fee for each hired Candidate.
8. SalesSupply reserves the right to apply an inflation adjustment once a year.
9. The agreed amounts are based on cost-determining factors at the time of the offer. Three months after the conclusion of the Collaboration Agreement, SalesSupply reserves the right to pass on to the Client any changes in cost-determining factors which SalesSupply does not reasonably have any control of, such as increases in excise duty, social security charges, insurance premiums or turnover tax, up to a maximum of 20% of the original amount.
10. A compound quotation does not oblige SalesSupply to perform part of the Assignment at a corresponding part of the quoted amount.
11. Any discounts and quoted amounts do not automatically apply to future Assignments/Collaboration Agreements.

Article 17. Payment and invoicing

1. Unless otherwise stipulated in the Collaboration Agreement or additional terms and conditions, the amounts due by the Client shall be paid within 30 (thirty) days from the invoice date.
2. Client has the duty to report inaccuracies in payment details provided or mentioned to SalesSupply without delay.
3. If the Client has not paid on time, he shall be in default by operation of law and SalesSupply shall be entitled, without further demand or notice of default being required, to charge the Client the statutory (commercial) interest on the invoiced amount from the due date until the day of payment in full without prejudice to SalesSupply's further rights.
4. All costs, incurred as a result of judicial or extrajudicial collection of SalesSupply's claim, shall be for the account of the Client, also where these costs exceed the order to pay the court costs. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed, with a minimum of €250 (two hundred and fifty euros) excluding VAT.
5. In the event of (reasonable anticipation of) bankruptcy, liquidation or suspension of payments or debt restructuring under the WSNP (Act on Debt Restructuring for Natural Persons), SalesSupply's claims on the Client and the Client's obligations to SalesSupply shall be immediately due and payable.
6. Payments made by the Client always first serve to settle all interest and costs due, secondly to settle due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
7. If SalesSupply believes that the Client's financial position or payment record gives reason to do so, SalesSupply shall be entitled to require the Client to provide (additional) security in a form to be determined by SalesSupply. If the Client fails to provide the requested security, SalesSupply shall be entitled, without prejudice to its other rights, to immediately suspend further performance of the Collaboration Agreement and anything owed by the Client to SalesSupply on any account whatsoever shall be immediately due and payable.
8. In the event that several Clients have entered into the Collaboration Agreement and where the Work has been performed on behalf of the joint Clients, each of the Clients is jointly and severally liable for payment of the invoice amount.

Article 18. Data and records

1. The Client shall provide to SalesSupply all information and Documents which SalesSupply needs in accordance with its part for the execution of the Collaboration Agreement, on time, accurately and in the appropriate form and in the desired manner. SalesSupply shall be entitled to suspend the execution of the Collaboration Agreement until the Client has complied with this obligation.
2. The Client is obliged to notify SalesSupply without delay of facts and circumstances that may be relevant with respect to the (execution of the) Collaboration Agreement.
3. The Client guarantees the accuracy, completeness and reliability of the data and documents provided to SalesSupply by or on behalf of the Client, even if they originate from Third Parties.
4. The additional costs and/or fees resulting from a delay in the performance of the Collaboration Agreement, arising from the failure to provide the required data, or the failure to do so on time or properly, shall be at the Client's expense and risk.

Article 19. Complaints procedure

1. SalesSupply must be notified of any complaints relating to the Work performed and/or the invoice amount In Writing within 30 (thirty) days after the date of dispatch of the documents or information regarding which the Client has filed a complaint, or within 30 (thirty) days after the discovery of the defect, if the Client proves that he could not reasonably have discovered the defect earlier.
2. If a complaint is not reported to SalesSupply within the time limits specified in the previous paragraph, the service shall be deemed to be in compliance with the Collaboration Agreement
3. Complaints as referred to in article 9.1 of these terms and conditions do not suspend the Client's payment obligation if the Client is acting in the performance of his profession or business.
4. In case of a valid complaint, SalesSupply has the choice between adjusting the invoiced fee, rectifying the rejected Work or carrying it out again free of charge or not (or no longer) executing the Collaboration Agreement in full or in part against a proportional refund of the fee already paid by the Client.
5. If the claim is not filed in time, all of the Client's rights with respect to the claim shall expire.
6. In any event, the Client must give SalesSupply 4 (four) weeks to resolve the complaint by mutual agreement.

Article 20. Transfer

1. The Client's rights under the Collaboration Agreement cannot be transferred without the prior Written consent of the other party. This provision applied as a clause with effect under property law as referred to in Book 3, Section 83 paragraph 2 of the Dutch Civil Code.

Article 21. Additional work

2. If SalesSupply has performed work or other performance at the request of the Client or at its own request, with the Client's prior Written consent, which is not covered by the contents or scope of the Collaboration Agreement, such work or performance shall be reimbursed by the Client in accordance with SalesSupply's usual rates. The Client shall not be obliged to agree to the additional work and may require a separate Agreement In Writing to be concluded for such additional work.
3. The Client accepts that work or performance as referred to in paragraph 1 of this article may affect the agreed objectives and expectations.
4. Where a fixed amount has been agreed for the provision of services, SalesSupply will at all times notify the Client in Writing in advance of the financial consequences of the additional work.

Article 22. Confidentiality

1. Confidentiality of all confidential information, which the Parties obtain from each other with respect to the Collaboration Agreement, is mandatory for the Parties. Information is confidential if so notified by the providing Party or if it reasonably follows from the nature of the information.
2. Except with the express prior Written consent of the other Party, disclosure, use for its own benefit or provision of the contents of any opinions or other expressions to Third Parties, whether or not in Writing is not allowed, except where this arises directly from the Collaboration Agreement or a statutory obligation.
3. If any of these provisions are breached, the Party in breach shall, irrespective of whether the breach can be attributed to it and without prior notice of default or court proceedings, owe the other Party an immediately payable fine of € 10,000 (ten thousand) euros for each breach without the need for the existence of any damage and without prejudice to the other Party's other rights, including its right to claim damages in addition to the fine.

Article 23. Intellectual property

1. The title to all intellectual property rights relating to and/or resulting from the Collaboration Agreement executed by SalesSupply shall be vested in SalesSupply. The Client only acquires the non-exclusive and non-transferable rights of use expressly granted by these general terms and conditions and the law. Any other or further rights of the Client are excluded.
2. The documents provided by SalesSupply to the Client are exclusively intended to be used by the Client. The Client is not permitted to publish and/or reproduce information obtained in any form whatsoever. This includes, inter alia, editing, selling, providing, distribution and integration - whether or not after editing - in networks, except where such disclosure and/or reproduction is permitted In Writing by SalesSupply and/or such disclosure and/or reproduction arises from the nature of the Collaboration Agreement with SalesSupply.
3. Unless otherwise agreed, Client is not authorised to grant sub-licences to Third Parties.
4. SalesSupply has the right to use the Client's name and logo as a reference or promotion.
5. The Client shall indemnify SalesSupply against Third Party claims regarding intellectual property rights.
6. If the Client acts in violation of this article, the Client shall owe an immediately payable penalty to the amount of three times the amount stipulated for that particular Collaboration Agreement, without prejudice to SalesSupply's right to damages.

Article 24. Title to Documents

1. The title to all Documents delivered by SalesSupply to the Client, including advice, shall be vested in SalesSupply;
2. as long as the Client has not yet paid the claims under the Collaboration Agreement or previous or subsequent similar agreements;
3. as long as Client has not yet paid for the work performed or to be performed under this or similar agreements;

4. and as long as the Client has not yet paid SalesSupply's claims for failure to fulfil such obligations, including claims relating to penalties, interest and costs, all as referred to in Book 3, Section 92 of the Dutch Civil Code.
5. The Client shall provide to SalesSupply its full cooperation in order to enable SalesSupply to exercise its retention of title by repossessing Documents or taking them offline. The Client hereby unconditionally and irrevocably authorises SalesSupply or a Third Party to be appointed by SalesSupply, in all cases where SalesSupply wishes to exercise its proprietary rights, to enter or give (online) access to all those places where the property is located and to take or remove the items from such location or take them offline.

Article 25. Non-solicitation clause

1. During the term of the Assignment and for 12 (twelve) months after the termination of the Assignment, neither the Client nor any of its affiliates shall be permitted to enter into an employment, cooperation or contractual relationship of any kind with employees or representatives who were employed by or through SalesSupply at the time of the Assignment, without SalesSupply's prior Written consent.
2. Where appropriate, SalesSupply shall not withhold the relevant consent if the Client has offered adequate compensation. Adequate compensation is defined a compensation of at least 10 (ten) monthly salaries.

Article 26. Exclusivity

1. The Client grants SalesSupply the exclusive right to perform the Assignment for the duration of the Collaboration Agreement.

Article 27. Applicable law

1. All (Collaboration) agreements between SalesSupply and the Client to which these general terms and conditions relate shall be governed exclusively by Dutch law. The operation of the Vienna Sales Convention is expressly excluded.
2. Any disputes between Parties shall be resolved where possible by proper consultation. All disputes between the Client and SalesSupply shall be settled exclusively by the competent court in the district in which SalesSupply has its registered office.

Article 28. Survival clause

1. The provisions of the general terms and conditions and the Collaboration Agreement that have the purport to retain their validity after termination of the Collaboration Agreement shall remain in full force after termination of the Collaboration Agreement.

Article 29. Amendment or supplement

2. SalesSupply is entitled to unilaterally amend or supplement these general terms and conditions. In that case, SalesSupply will inform the Client of the amendments or additions in a timely manner.
3. A minimum of 30 (thirty) days applies between such notification and the date at which such amended or supplemented terms and conditions take effect.

CHAPTER II - PROCESSING AGREEMENT PROVISIONS

Article 30. Processing of Personal Data

1. Should SalesSupply qualify as a data controller as referred to in Article 4(7) of the General Data Protection Regulation (GDPR), Articles 30 to 35 of these general terms and conditions qualify as agreements to be made in accordance with Article 28(3) of the General Data Protection Regulation (GDPR).
2. Should SalesSupply be considered a processor and the Client a data controller, these provisions shall apply equally.
3. SalesSupply will process personal data on behalf of the Client. Among other things, SalesSupply processes Candidates' personal data, such as: name, address, place of residence, telephone number, bank account number, Chamber of Commerce number, e-mail address and salutation.
4. SalesSupply may process personal data of Third Parties for the execution of the Collaboration Agreement concluded with the Client.
5. The Client shall conduct a Data Protection Impact Assessment (DPIA) if this is mandatory upon the Client.

Article 31. Implementation of processing

1. The Client is responsible for the processing of personal data processed with respect to the Work offered under the conditions laid down in these general terms and conditions.
2. The Client only processes personal data on the basis of Written instructions from SalesSupply. The Client shall not use the personal data for its own purposes.
3. The Client shall not process Personal Data in countries outside the European Economic Area ("EEA") unless the Client has received explicit prior Written consent from SalesSupply to do so and the statutory requirements are met. Transfer of Personal Data to countries outside the EEA that do not have an adequate level of protection is prohibited. The Client shall promptly notify SalesSupply In Writing of any planned permanent or temporary transfers of Personal Data to a country outside the EEA and shall not give effect to the transfer(s) until SalesSupply has obtained Written consent.
4. The Client shall keep personal data relating to SalesSupply separate from personal data it processes for itself or on behalf of Third Parties.
5. The Client will process the personal data in a proper and careful manner and in accordance with Client's obligations under privacy legislation, including European Regulations and the GDPR.
6. The term of processing is linked to the Collaboration Agreement entered into by the parties.
7. Upon termination of the concluded Collaboration Agreement, the Client shall return the Personal Data to SalesSupply or destroy it. The Client shall delete existing copies of Personal Data when the Collaboration Agreement ends, unless the Client is required by law to retain the Personal Data.

Article 32. Security

1. In accordance with Article 32 of the GDOR, the Client shall take all appropriate technical and organisational measures to secure personal data against any loss or any form of unlawful processing. These measures, with due allowance for the costs involved and the state of the art, will correspond to the nature of the personal data to be processed.
2. The Client guarantees to prevent, detect and take action against security breaches in relation to personal data as appropriate.

Article 33. Duty to report

1. In the event of a security breach and/or a data leak as referred to in the Data Breach Notification Act, the Client shall inform SalesSupply as soon as possible, but in any event within 24 hours.
2. In any case, the duty to report includes reporting the fact that a leak or incident has occurred as the (alleged) cause of the leak or incident, as well as the consequence which is known so far and/or expected and the (proposed) solution.
3. If so required at SalesSupply's discretion, SalesSupply shall notify Data Subjects and other Third Parties including the Personal Data Authority of a data breach or other incidents.
4. The Client shall not be permitted to directly disclose information about a data breach or other incidents to Data Subjects or other Third Parties, except to the extent that the Client is required to do so by law or has obtained permission from SalesSupply.

Article 34. Rights of data subjects

1. Upon SalesSupply's approval and instructions, the Client shall provide to SalesSupply its cooperation in order to:
 - a. Provide data subjects with access to their personal data;
 - b. Delete or rectify personal data of data subjects;
 - c. Demonstrate that personal data have been deleted or rectified, in the event that they are inaccurate (or there is discussion about the accuracy of personal data).
2. Where reasonably possible, the Client shall provide to SalesSupply its cooperation in complying with its obligations under the Personal Data Protection Act or other applicable legislation regarding the processing of personal data. The responsibility for compliance with these obligations is fully and exclusively vested with SalesSupply. The costs associated with such cooperation shall not be included in the agreed prices and fees of the Client and shall be borne entirely by SalesSupply.

Article 35. Inspection

1. The Client shall allow SalesSupply to inspect the Client's compliance with the security measures or, at SalesSupply's request, to have the Client's processing facilities inspected by a designated investigative body.
2. SalesSupply will provide the Client with a copy of the report of the Inspection.

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