



Terms and Conditions
Recruitment and Selection Flexibility

Article 1: Applicability

These Terms apply to all contracts, offers and agreements on the recruitment and selection of candidates by Flexibility.

Article 2: Assignment/commission

In these Terms and Conditions shall apply:

1. An assignment for recruitment and selection includes the order to recruit and select a candidate with the intention of establishing a direct working relationship. The client and Flexibility draw a written confirmation per assignment up.
2. An assignment for recruitment and selection concludes when the client accepts the proposed candidate or by the expiry of the agreed maximum duration of the contract, or by mutual consent.

Article 3: Required data and obligations Flexibility

The client provides Flexibility with all necessary information required for recruitment and selection. Flexibility endeavours, within the term agreed with the client after the client has signed the contract, to select candidates who meet the demands and expectations of the client, based on the information supplied by the client.

Article 4: Secrecy and confidentiality

1. Flexibility undertakes to maintain confidentiality with regard to all information received by the client and deemed by Flexibility to be confidential in the context of the task.
2. Candidates' data are to be treated as confidential by the client and must not be passed on to third parties.

Article 5: Non-discrimination

Each candidate has equal opportunities in the Flexibility recruitment and selection activities regardless of age, sex, marital status, sexual orientation, convictions or beliefs, politics, race, ethnic origin or nationality, without prejudice to the objective and actual job requirements and provided the candidate meets the requirement of the assignment.

Article 6: Candidate Selection

1. The client is responsible for his final choice of a candidate.
2. Flexibility is not liable if the candidate does not appear to meet the requirements or expectations of the client, unless this is a demonstrable result of acts or omissions of Flexibility in conflict with the provisions of Article 3.
3. Possible liability is in this case limited to direct damage to the client and to the maximum payable brokerage commission in relation to the commission to the client.
4. Flexibility can never be held liable for damages and / or losses - including consequential damage - resulting from actions and / or omissions of a candidate introduced by Flexibility with whom the client has entered an employment of any kind, directly for themselves and / or by third parties or for third party, (partly) due to the assignment by Flexibility.

Article 7: Compensation

1. For the recruitment and selection procedure, the client will owe Flexibility a brokerage fee equal to the amount specified in the confirmed assignment. The brokerage fee is payable when the client, through or for third parties, enters any working relationship with the candidate. The fee is based on a percentage of the gross annual income (including holiday allowance and any applicable fees) based on a

full time employment, regardless of whether the candidate enters a full time or part time contract with the client.

2. The service fee is to cover the activities listed in the 'confirmation' contract and services of Flexibility. The additional costs for other activities and tools will, after consultation with the client, be charged separately.

3. All prices are excluding VAT.

4. The brokerage fee is not payable by the client if Flexibility has failed to select a suitable candidate within the deadline agreed between the parties. The additional costs referred to in paragraph 2 are payable at all times.

Article 8: Cancellation and modification of assignment.

1. Should the client cancel or conclude the recruitment contract before a candidate is accepted or before the maximum duration of the assignment has expired, Flexibility is entitled to bill the client costs for extra activities and tools as named in Article 7.

2. Should the client modify elements of the recruitment and selection assignment to such an extent that there is mention of a new assignment, before a candidate is accepted or before both parties agree on the maximum duration of the assignment, then Flexibility is entitled to charge the client the costs named in Article 7 paragraph 2 for extra costs and tools.

Article 9: Payment

1. Unless otherwise agreed in writing, the client is to pay the Flexibility account within 14 days after the invoice date.

2. After the expiry of the period mentioned in paragraph 1, the client is in default without any notice of default. From that moment an interest of 1.5% per month on the outstanding

amount is owed. A part of a month is counted as a full month.

3. Both the judicial and extra-judicial costs related to the enforcement and collection of payments not paid on time will be charged to the client. The fee in relation to extra judicial collection costs is set at at least 15% of the principal amount owed.

Article 10: Competition and compensation

1. The client is forbidden to enter a working relationship or to employ a candidate who was proposed by Flexibility and in the first instance rejected by the client, for the duration of one year after the conclusion of the contract.

2. If the client is in violation of the ban referred to in paragraph 1, he shall with immediate effect owe compensation to Flexibility to the amount of the brokerage commission referred to in Article 7.