General Terms and Conditions

INTRODUCTION

About Follett:
We are Follett. We are specialised in executive search services for both permanent and temporary interim positions, with a focus on board and senior management positions with logistical service providers, and production and trading companies.

Information about these General Terms and Conditions:
The General Terms and Conditions of Follett consist of four parts:

Section 1:	Introductory Provisions. This chapter contains the definitions mentioned in the general terms and conditions, as well as the applicability of these conditions.
Section 2:	General. This section contains the conditions which apply to any form of service provision by Follett.
Section 3:	Recruitment & Selection. This section contains the conditions which specifically apply to the recruitment and selection services of Follett for permanent positions.
Section 4:	Interim Professionals. This section contains the conditions which specifically apply to the provision of Interim Professionals by Follett for interim positions.

SECTION 1. INTRODUCTORY PROVISIONS

Article 1 Definitions
In these General Terms and Conditions, the following terms have the meanings stated:

Follett:	Follett is a trade name of SCM Executives B.V. listed in the business register under number 30204311 and/or legal entities/people affiliated to it.
Candidate:	Any natural person or legal entity selected by Follett to fill a position with the Client as a(n) (potential) employee or Interim Professional. This can also include existing employees or Interim Professionals of the Client.
Interim Professional:	Any natural person or legal entity selected by Follett to perform work on behalf of Follett within the organisation of the Client, or a third party designated by the Client.
Client:	The legal entity/natural person with whom Follett concludes a recruitment contract or an IP agreement.
Recruitment contract:	A mediation contract on the grounds of which Follett performs work as an intermediary on behalf of the Client in connection with a search assignment of the Client, with the aim being to help form an employment contract.
IP Agreement:	A professional services agreement on the grounds of which Follett, as contractor, provides one or more Interim Professionals to the Client during a certain period of time.
Employment contract:	An agreement formed through mediation by Follett between the Client and a Candidate, or the Client and a third party, on the basis of which a Candidate wishes to perform work, as an employee, for the Client or a third party.
Remuneration:	The amount payable by the Client to Follett for the services provided by Follett.
Gross annual income:	The total gross annual salary that a Candidate is going to, or would, earn when working for the Client on the basis of full-time employment, including all financial emoluments (being holiday pay and the maximum bonus that the Candidate may receive per year).
Introduction agreement:	An agreement on the grounds of which Follett informally introduces Candidates preselected by Follett to the Client, without this being based on a search assignment issued by the Client.
Agreement:	Any professional services agreement between Follett and the Client which relates to the provision of services by Follett, including a recruitment contract, IP agreement, and introduction agreement.

Article 2 Applicability

2.1 These General Terms and Conditions are applicable to all (future) quotes, offers, agreements, and all (other) legal relationships with Follett.
2.2 These General Terms and Conditions have been drawn up in the Dutch language and translated into various languages. In the event of any difference in terms of content or purport, the Dutch text will take precedence and be binding.
2.3 If written agreements have been made with Follett which deviate from these General Terms and Conditions, those deviating written agreements will take precedence insofar as they do not deviate from Article 2.4.
2.4 Any general terms and conditions of the Client are not applicable unless Follett explicitly declares them to be applicable in writing.
2.5 Follett is authorised to amend these General Terms and Conditions. Such amendments will take effect on a date to be announced by Follett.
2.6 Book 7, Article 417 of the Dutch Civil Code is not applicable.
2.7 If any provision in these General Terms and Conditions becomes invalid for whatever reason, Follett will always be entitled to change the provision in question retroactively into a provision which is valid and approximates the purport of the invalid provision.

SECTION 2. GENERAL PROVISIONS RELATING TO THE PROVISION OF SERVICES BY Follett

Article 3 Formation of agreements

3.1 All Follett offers are non-binding for Follett. Follett is entitled to revoke its offer up until 5 working days after the Client has confirmed the acceptance of the offer to Follett.
3.2 The fees and remunerations referred to by Follett are in euros, excluding VAT and other government levies or taxes.
3.3 The Client guarantees that all (legal) acts performed by an employee or representative on its behalf are valid and binding on the Client.

Article 4 Execution of the agreement

3.4 Follett will execute the agreement as a responsible contractor on the basis of due care and attention. Follett will endeavour to execute the services to the Client's satisfaction, without any guarantee regarding the result of the agreement.
3.5 The Client will execute the agreement as a responsible Client on the basis of due care and attention. The Client shall provide Follett with all requested and relevant information on time. Follett can have confidence that this information is correct and complete. The Client understands that this is essential for the execution of the agreement.
3.6 All deadlines referred to by Follett are indications, unless Follett explicitly states that it concerns a fixed term.
3.7 The Client gives Follett permission to use the trade names and Client's logos/brand while executing the agreement. Follett will not have to pay for this.

Article 5 Fee

3.8 The Client will owe a fee to Follett for the execution of the agreement. The amount and calculation of the fee depends on the type of service provided.
3.9 Follett is allowed to change the amount of the fee unilaterally if there is good reason to do so. A good reason can be a legal change to wages (whether on the basis of the applicable CLA or otherwise), materials, or taxes which (may) affect the costs which Follett incurs when executing the agreement.

Article 6 Invoicing and payment

6.1 Payments by the Client must be made within fourteen (14) days after the dispatch date referred to on the invoice. This is a deadline to be observed on penalty of forfeiture of rights. If this deadline is missed, the Client will be legally in default. The exception to this rule is for interim management services, for which a payment term of fourteen (14) days applies, as further detailed in Article 23.
6.2 The Client may never set off or suspend its payment obligation to Follett.
6.3 If the deadline referred to in paragraph 1 is missed, the Client will owe 8% interest on an annual basis per day on the outstanding amount.
6.4 If the deadline referred to in paragraph 1 is missed, the Client will be obliged to reimburse to Follett all extrajudicial costs related to the collection of the amount due. These costs are set at 15% of the Client sum, unless Follett can demonstrate that the actual costs are higher.

Article 7 Exclusivity

6.5 Follett provides its services on an exclusive basis unless Follett, and the Client agree otherwise in writing. This also implies that the Client is not allowed to recruit Candidates independently. If people outside of Follett approach the Client, the Client will immediately inform Follett in writing about these people. These people will be regarded as Candidates.

6.6 If the Client does not comply with this exclusivity arrangement, the Client will have to pay Follett a penalty of €15,000 per assignment issued, without prejudice to Follett right to full compensation.

Article 8 Confidentiality and intellectual property rights

8.1 The parties will handle all confidential data which they have received from each other with care before, during, and after the agreement. Neither the Client nor Follett will disclose confidential information from the other party to third parties unless this is essential within the framework of the agreement.

8.2 All intellectual property rights which are owned by a party before the start of the agreement will continue to be owned by the party in question. None of the parties is authorised, without permission from the other party, to use the other party's intellectual property rights other than for the performance of the agreement.

Article 9 Liability and indemnity

9.1 Follett is not liable for any loss or damage (however referred to), irrespective of the way in which they occur, unless the loss or damage came about due to intent or deliberate recklessness on the part of Follett, its board, or managers belonging to its corporate management team.

9.2 The Client is and continues to be responsible for its decision to conclude an employment contract and for checking the details issued by a Candidate.

9.3 Follett is never liable for loss or damage (however referred to) which is caused by a Candidate, employee, or Interim Professional.

9.4 In particular, Follett is not liable for indirect and consequential loss or damage (in the widest sense of the word), including but not limited to loss of profit and turnover, goodwill, and immaterial loss or damage.

9.5 If the stipulations in the previous paragraphs are not applicable and Follett is consequently liable for loss or damage, said liability of Follett will always be limited to direct loss or damage to goods or people and will never cover any operational loss or damage or other indirect or consequential loss or damage.

9.6 Without prejudice to any of the above, Follett liability will never exceed the amount that Follett has invoiced (excluding VAT) within the framework of executing the recruitment contract and/or the IP agreement in the three (3) months prior to the event that caused the loss or damage and up to a maximum of €30,000.

9.7 Without prejudice to any of the above, Follett liability will never exceed the amount that is covered by a liability insurance taken out by Follett, and which is actually paid out in the case in question.

Article 10 non-poaching clause

9.8 Without Follett 'written permission the Client – and companies affiliated to the Client – are not permitted to do the following:

9.8.1 Enter directly or indirectly into an employment relationship, partnership, or contractual relationship – of any nature – with a Candidate. This prohibition is applicable for a period of twelve (12) months after:

9.8.1.1 Follett has introduced the Candidate to the Client.

9.8.1.2 Follett has sent the Client information about the Candidate.

9.8.1.3 the Candidate has rejected the offer by the Client to enter into an employment relationship, partnership, or contractual relationship – of any nature.

9.8.1.4 the Client has rejected the Candidate.

9.8.2 Forward information about a Candidate which the Client has obtained from Follett to third parties or introduce a Candidate to a third party.

9.8.3 Approach Follett employees to perform work for a party other than Follett or the Client, or to perform work for the Client without Follett knowing. This prohibition is applicable for the term of the agreement and for a period of twelve (12) months thereafter.

9.9 Follett is allowed to refuse permission or attach conditions to its permission, such as stipulating that the principle must pay a fee.

9.10 In the event of a violation of a provision in this Article, the Client must pay compensation to Follett. This compensation amounts to twenty-seven and a half percent (27.5%) of the total Gross annual income ultimately agreed in the Employment contract of the relevant Candidate, with a minimum applying of twenty thousand euros (€20,000).

Article 11 Personal details

9.11 The terms written with a capital letter in this Article have the meaning assigned to them in the applicable data protection legislation, in particular the GDPR.

9.12 When Processing Personal Data within the framework of the agreement, the parties will comply with the applicable data protection legislation, in particular the GDPR.

9.13 If Follett Processes Personal Data in the execution of its Services, Follett will be regarded as the Controller for it. The Client is also the (independent) Controller for the (Processing of the) Personal Data which Follett issues to the Client within the

framework of the agreement. Therefore, parties do not need to enter into a data processing agreement for the Processing of the
Personal Data.

9.14 Follett will only issue Personal Data from the Candidate to the Client if the Candidate has given permission to do so.

Article 12 Duty to complain.

12.1 The Client shall notify any complaints regarding the performance of an Agreement in writing within 30 days after the complaint has arisen, providing a clear description of the nature and grounds of the complaint. If the Client fails to do so, any right to a claim relating to the complaint shall lapse.

12.2 All claims vis-à-vis Follett will lapse if they have not been brought before the competent court within one (1) year after the moment at which the Client became aware of them or reasonably could have been aware of them.

12.3 Claims against Follett are not transferable, nor can they be encumbered.

Article 13 Term and end of the agreement

13.1 An agreement will end:

13.1.1 legally at the end of the agreed term.

13.1.2 at the moment that the agreement is terminated on the grounds of this Article.

13.2 Any party is allowed to cancel an agreement for a definite period of time (prematurely). The cancellation must be made in writing to the other party, with due regard for a period of notice of thirty (30) calendar days. The cancellation can be made at any point in time.

13.3 An agreement for a definite period of time may only be cancelled prematurely if this has been agreed in the agreement, or if it takes place with the consent of both parties.

13.4 Any party may terminate an agreement directly, irrespective of whether it has been entered into for a definite or indefinite period of time, if the other party:

13.4.1 has filed for bankruptcy or is declared bankrupt.

13.4.2 has applied for, or has been granted, a suspension of payments.

13.4.3 has been dissolved or ceases its business operations.

13.4.4 has failed attributably in the fulfilment of its obligations under the agreement, and – if the failure is open to rectification – has failed to rectify the failure within a reasonable period of time after receipt of a written.
notification to that effect.

13.5 If the agreement is terminated prematurely, the Client must pay the applicable fee for the part of the agreement that has already been executed. In addition, the Client shall owe Follett, as an additional fee in connection with early termination, an amount equal to fifty percent (50%) of the fee corresponding to the next scheduled invoice. If the next scheduled invoice relates to the third instalment, as referred to in Article 16.1.3, and no employment contract is concluded, this additional fee shall be calculated on the basis of the expected total Gross annual income.

13.6 If the agreement has been ended, for whatever reason, all amounts which are still outstanding.
will be immediately due and payable.

Article 14 Choice of law and forum

13.7 All legal relationships between Follett and the Client, as well as all obligations arising therefrom or connected therewith, shall be governed by Dutch law, to the exclusion of international treaties such as the Vienna Sales Convention.

13.8 Any disputes with Follett are to be exclusively submitted to the competent court in Amsterdam. Follett may deviate from this jurisdiction and apply the statutory jurisdiction rule.

SECTION 3. SPECIAL PROVISIONS – RECRUITMENT AND SELECTION

Article 15 The execution of the recruitment agreement

15.1 Follett will endeavour to select one or more Candidates on the basis of the details issued by the Client who fulfil, as much as possible, the Client's requirements and expectations. Follett does not guarantee that its efforts will achieve the intended result.

15.2 Follett will endeavour to present the Client with one or more Candidates within a reasonable period of time.

15.3 Methods of working described by Follett only gives a general insight into how Follett selects Candidates. Follett is not bound by these.

15.4 The Client shall (timely) provide all information and render all cooperation necessary to enable Follett to perform the recruitment contract.

15.5 Any period referred to by Follett for the execution of the recruitment contract is an indication and never a hard deadline.

15.6 Follett will have completed the recruitment contract if an employment contract has been formed between the Client and a Candidate.

Article 16 Recruitment contract fee

16.1 In return for its mediation services Follett charges a Fee of twenty-seven and a half percent (27.5%) of the total Gross annual income eventually agreed in the employment contract.
- 16.1.1 The Client will owe 1/3rd part of the (expected) fee immediately after the recruitment contract is concluded.
- 16.1.2 The Client will owe 1/3rd part of the (expected) fee at the moment that the Clien invites one or more Candidates proposed by Follett for a first meeting.
- 16.1.3 At the moment that the Client concludes an employment contract, the Client will owe Follett the difference between the fee and that already paid on the basis of Articles 16.1.1 and 16.1.2.

16.2 If a Candidate was already employed by the Client (in another position), this will not affect the fee which the Client owes Follett.

16.3 If a Candidate is going to perform work for a business affiliated to the Client, without an employment contract being concluded with the Client, an employment contract will, in the context of the payability of the fee, be deemed to have been concluded with the Client.

16.4 If the Client concludes employment contracts with/for more Candidates than for which the recruitment contract was concluded, the Client will owe 80% of the fee referred to in Article 16.1 for each extra Candidate. This applies for each employment contract which is concluded with the Candidate and for whatever position until twelve (12) months after Follett has completed its commission. The Client will owe this fee immediately at the moment that the Client concludes the employment contract with the Candidate.

16.5 If the vacancy for which the recruitment contract was concluded is then filled within four (4) months after the termination of the recruitment contract, the Client will still owe Follett the applicable fee. This period will increase to twelve (12) months if the vacancy is filled by a Candidate.

16.6 If, at the request of the Client, the job profile of the vacancy for which the recruitment contract was concluded changes with respect to its purpose, duties and/or responsibilities, Follett shall have the right to terminate the recruitment contract and to enter into a new recruitment contract with the Client for the amended vacancy. In such case, the Client remains liable for any Fees already due under the initial recruitment contract, and any fees already paid shall not be refunded.

16.7 If an employment contract ends within four (4) months after its commencement date, the Client will be entitled to a new recruitment contract with Follett. The Client must invoke this right in writing within two (2) weeks after the ending of the employment contract, otherwise this right shall lapse. On the basis of that new recruitment contract, Follett will endeavour to select a Candidate for the same position as in the terminated employment contract. Follett will not charge any Remuneration for this work unless the Gross annual income in the new employment contract is higher than in the terminated employment contract. In that latter case, the Client will owe a fee of twenty-seven and a half percent (27.5%) on the difference in Gross annual income.

Article 17 Introduction agreement

17.1 If Follett concludes an introduction agreement with the Client, Follett shall only communicate (contact) details of the Candidate it has selected to the Client. In principle, the Client will not be obliged to do anything.

17.2 If the Client concludes an employment contract with a Candidate, within twelve (12) months after Follett has communicated details on the Candidate to the Client, the Client will owe a fee. The fee amounts to twenty percent (20%) of the total Gross annual income eventually agreed in the employment contract. The Client will owe this fee immediately at the moment that the Client concludes the employment contract with the Candidate.

17.3 If the employment contract referred to in Article 17.2 ends within four (4) months after its commencement date, the Client will be entitled to a new recruitment contract with Follett. The Client must invoke this right in writing within two (2) weeks after the end of the employment contract, after which this entitlement will lapse. On the basis of the recruitment contract, Follett will endeavour to select a Candidate for the same position as in the terminated employment contract. Follett will not charge any Remuneration for this work unless the Gross annual income in the new employment contract is higher than in the terminated employment contract. In that latter case, the Client will owe a fee of twenty-seven and a half percent (27.5%) on the difference in Gross annual income.

SECTION 4. SPECIAL PROVISIONS – PROVIDING INTERIM PROFESSIONALS

Article 18. Interim Professional

18.1 At the Client's request, Follett will make Interim Professionals available who can carry out work under their own responsibility for a definite period of time at the Client's premises on the basis of an IP agreement concluded between Follett and the Client.

18.2 The Interim Professional will carry out the work entirely independently and perform the agreed work at their own discretion and without supervision or guidance from Follett and/or the Client. However, the Client is permitted to issue directions and instructions with regard to the result and the aims of the work covered by the IP agreement.

18.3 The Interim Professional will perform their work in the Netherlands at the Client's premises, whereby the Interim Professional will organise their work independently. Insofar as necessary for the execution of the work, coordination will take place with Follett and/or the Client in the event of cooperation with others, to ensure optimal performance.
18.4 If it is essential to use the Client's resources in order to execute the work, the Client will notify Follett before the IP agreement is executed, including details of any associated costs.
18.5 The Client declares that it approves of the Interim Professional being able and allowed to perform work on behalf of other Clients during the term of the IP agreement.

Article 19. Takeover of Interim Professional

19.1 The Client and its affiliated companies are not permitted, without the explicit written permission of Follett , to enter into an Employment contract with an Interim Professional during the term of the IP agreement and during the subsequent twelve (12) months, or have work performed directly or indirectly by the Interim Professional on the basis of some other agreement, irrespective of the nature, name, and content of the position, if said Interim Professional was made available by Follett to the Client within the framework of the execution of the IP agreement.
19.2 If Follett and the Client agree that the Client is permitted to conclude a direct Employment contract with the Interim Professional for whom Follett mediated, the Client will owe Follett a fee which will be calculated on the basis of the fee which the Client would have owed Follett in accordance with following table:

Period from when the Interim Professional starts work	Fee as % of the Gross annual income
0 up to and including 3 months	27.5%
4 up to and including 6 months	22.5%
7 up to and including 12 months	17.5%
13 up to and including 18 months	12.5%
18 months and longer	0% (no fee)

Article 20. Interim Professional fee

20.1 The Client will owe Follett a (placement) fee to Follett for its services. The fee for Follett is included in the agreement fee for the Interim Professional, as stated in the IP agreement and is based on the number of hours worked by the Interim Professional, or the different payment agreement which applies to the commission. The fees and payments which are included in the IP agreement are to be regarded as the agreed fees for the performance of services by the Interim Professional and Follett, unless agreed otherwise in writing.
20.2 If the fee is not paid to Follett, and if the Interim Professional consequently calls Follett to account with regard to payment, the Client must reimburse all related costs incurred and loss or damage suffered by Follett.

Article 21. Time reports and time sheets

21.1 If applicable, the Interim Professional will enter the number of (overtime) hours they have worked into the time registration system made available by Follett or the Client. The Client will approve the number of hours entered, after which Follett will proceed to use the information entered to pay the Interim Professional and invoice the Client.
21.2 The Client will make sure that the Interim Professional enters the hours correctly and on time and will approve the time report.
21.3 Follett or the Interim Professional will issue the Client with a time report as proof of the hours worked and the resulting fee. In the event of any difference between the time report submitted by Follett and the hours recorded by the Client, the time reports submitted by Follett will take precedence, although the Client will have the option of submitting evidence to the contrary.
21.4 If the time report contains inaccuracies or is not approved (on time) by the person with authority on behalf of the Client, the consequences will be for the Client's account and risk. The Client is liable for any loss or damage suffered by Follett as a consequence.
21.5 If the Client does not approve the Interim Professional's time report within five (5) working days after the relevant work has been performed or fails to submit its own time report – which it considers correct, Follett shall be entitled to determine the number of hours worked on a binding basis. Follett shall do so based on the Interim Professional's statement. If no such statement is available, the hours contractually agreed with the Interim Professional shall be deemed to apply.
21.6 Follett is always entitled to dispute the time reports it receives. With this in mind, the Client will give Follett immediate access to its records on request.

Article 22. Liability of the Interim Professional

22.1 Supplementary to Article 9 of these General Terms and Conditions, the following provisions apply with regard to Follett LLETT's liability regarding the Interim Professional.
22.2 Insofar as a relationship of authority has arisen between the Client and an Interim Professional who works as a lone independent entrepreneur due to actions or omissions by the Client, as a consequence of which the Dutch Employee

Insurance Agency (UWV), the Tax and Customs Administration, a court or any other competent authority qualify their working relationship as an employment relationship between the Client and the Interim Professional concerned, the Client indemnifies Follett fully against all claims arising therefrom, including but not limited to additional fiscal levies and levies under social insurance law with respect to payroll tax and/or contributions, fines, increases, and employment-related claims with regard to, or in connection with, (the execution of) the commission.

22.3 If a change occurs in the way in which the Client and the Interim Professional actually execute the commission, the Client will inform Follett accordingly within five (5) working days after the change.

Article 23. Payment deadline Interim Management

23.1 Invoices shall be paid within 14 days from the dispatch date stated on the invoice. This term shall be of the essence. If the Client fails to meet this deadline, the Client shall automatically be in default.

Article 24. End of the agreement

24.1 The IP agreement ends automatically when the agreement between Follett and the Interim Professional ends, irrespective of the reason. In that case, Follett will not be liable for compensation vis-à-vis the Client. If desired, Follett will endeavour to arrange a replacement.