

General terms and conditions Whyz B.V.

These general terms and conditions apply to all offers, assignment confirmations and with the Client concluded Agreements and supplied services made or done by Whyz B.V. in Leiden, registered in the Netherlands under Chamber of Commerce number 50506005 and all companies in which Whyz has a direct or indirect major interest, hereinafter referred to as: "Whyz". The applicability of the general terms and conditions from every (legal) person who has concluded or wishes to conclude an agreement with Whyz is hereby explicitly rejected. Any deviations from these general terms and conditions are only valid if they have been expressly agreed upon in writing.

Article 1 Definitions

Agreement: the services agreement pursuant to which Whyz recruits and selects one or more Candidates, mediates for permanent or temporary placement, whether or not on an exclusive basis, for the benefit of the Client. The Agreement may include recruitment outside the Whyz database and/or recruitment by means of advertising.

Assignment confirmation: the letter/e-mail/fax in which the agreements between Client and Whyz with regard to recruitment, selection and placement are confirmed. The Assignment confirmation defines the recruitment/selection/placement phases and determines which Placement fee is due when starting or completing a phase.

Placement fee: the fee to be paid by the Client to Whyz for the service provided.

Partner: a company affiliated to a Client or an enterprise with which the Client has a partnership.

Revoke, suspend or terminate: **Revoke**: the written notification of the intention to abandon the Assignment attributed to Whyz. Revocation is only possible because of changed circumstances and as long as Whyz has not started the provision of services yet. **Suspension**: the written notification from the Client wishing to suspend the provision of services by Whyz. The Client can request a suspension for up to 2 (two) months. The Client can only terminate an Assignment that has already been started by means of a written notice, for substantial reasons or due to provable breach of contract by Whyz, and not before the Client has sent Whyz a notice in writing explaining in detail the objections/circumstances that cause a termination and Whyz has been given a reasonable term to correct any shortcomings. The Client's notice period is 4 (four) weeks. Whyz can terminate the agreement if it estimates that this agreement is no longer acceptable according to the standards of reasonableness and fairness. The notice period for the Client is 4 (four) weeks.

Candidate: every natural person (m/w) who is presented to a Client through Whyz.

Client: every natural or legal person and any legal persons affiliated to this person that request placement or recruitment and selection of staff from Whyz.

Confidential information: all information that the parties, as part of the assignment, have received from each other and which they may believe to be of a confidential nature.

Offering a contract: provision of an offer letter, the offering of an employment contract, nomination, assignment agreement, or in any other way using the services or activities of a Candidate presented by Whyz, directly or indirectly, as employee or self-employed person (without staff) or in any other capacity, for a limited or unlimited period, within a period of twelve months after the date Whyz presented the Candidate.

Whyz: Whyz B.V., Kanaalpark 140, 2321 JV in Leiden, the Netherlands, registered under Chamber of Commerce number: 50506005. Whyz's business covers placement, recruitment and selection of staff in a broad sense.

Introduce, introduced: the verbal or written provision of information about a potential Candidate by Whyz to the Client.

Total Remuneration: the Candidate's total salary and benefits in the first year after commencement of employment or start of the activities by the Candidate, including in any case the total amount of the gross annual salary, agreed bonuses or commissions (fixed and variable, in the last case the agreed maximum percentage, regardless of the date of payment), company car or compensation for the use of a private vehicle, travel allowance, pension, health insurance and all other benefits. If a part of the salary cannot be determined, Whyz will estimate a fair value. If compensation for the use of a private vehicle has been agreed, the economic value of this compensation will be added to the (gross) salary. If the amount cannot be determined or if the Candidate has a company car, a minimum amount of € 5000 will be added to the gross remuneration in order to calculate the Total Remuneration. The above applies accordingly to a freelancer/ self-employed candidate; in that case the fee, variable remuneration and all expense allowances are included in the calculation of the Total Remuneration.

Article 2

The Agreement with Whyz is established by means of written acceptance of the Assignment confirmation by the Client. Once the Agreement has been concluded, Whyz starts the provision of services. The service provision by Whyz consists of a best efforts obligation whereby the most suitable candidate in the given circumstances is searched.

Whyz takes the requirements of good workmanship into consideration and is bound by the duty to observe full discretion and confidentiality with regard to its candidates.

Whyz places but cannot oblige a Candidate to accept a proposition from the Client.

Article 3

Whyz as well as the Client undertake to observe at any time the obligations under the privacy laws and the Personal Data Protection Act with regard to the personal data of the Candidates.

The Client must treat the Candidates' data as strictly confidential and may not transmit these data to third parties. Any violation by the Client of this confidentiality obligation results in forfeiture of an immediately payable fine to Whyz of once the agreed total Placement fee. This fine is not subject to any judicial moderation.

The Client informs Whyz immediately when the Client has the intention to offer a contract to the Candidate presented by Whyz. When the Client wishes to offer the presented candidate a contract, the Client cannot check the candidate's credentials without the Candidate and Whyz's knowledge.

Article 4

If the Client ends a Placement agreement after Whyz has started the performance of the Placement agreement, or if the Client modifies essential elements in the Placement agreement, the Placement fee will be due for the phase in which the recruitment/selection process is at that moment, as if that specific phase of the assignment has been completed. In that case, all amounts already invoiced, become immediately payable.

Article 5

If the Client chooses more than one Candidate from the selected Candidates or enters into a contract with a selected Candidate, in any function or capacity, for a limited or unlimited period, as employee or self-employed person, other than the function mentioned in the assignment, the Client has to pay an additional remuneration for that Candidate/those Candidates. This additional remuneration will be determined in mutual consultation. The additional remuneration is at least equal to the remuneration for the original Placement agreement. The General Terms and Conditions apply in all these cases.

Article 6

Whyz invoices the Remuneration due within 14 days of commencing or completing the relevant phase/assignment.

Based on these terms and conditions, VAT will be added to all remunerations or other amounts payable to Whyz. Every invoice from Whyz has to be paid within 30 days after the invoice date. All other costs such as advertising costs, specific travel or entertainment expenses, regardless of whether the Candidate is hired by the Client or not, will be separately agreed in writing and in the Assignment confirmation and will be charged in advance or appropriately itemized on the invoice. All costs need to be paid within 30 days after the invoice date.

Article 7

If the Client considers that the invoiced Placement fee or the charged costs are incorrect, the Client needs to inform Whyz as soon as possible but not later than 30 days after receipt of the invoice. A dispute regarding an invoice shall not suspend the payment obligation to Whyz.

Article 8

If the Client fails to pay the invoice within the 30-day period, the Client will be in default by operation of law, without a warning or notice being required. In the event of payment default, the Client owes interest as from the invoice date. The interest rate is equal to the current interest rate of the European Central Bank, increased by eight percentage points. If the Client fails or omits to fulfil its obligations (in time), the Client shall pay all legal costs made by Whyz in all instances, as well as all costs incurred in obtaining extra-judicial payment, including

costs made for the sending of registered letters, collecting information and bailiff costs. In case of failure of payment, Whyz is entitled to suspend its obligations towards the Client. In case of liquidation, bankruptcy, admission to debt restructuring under the Debt Restructuring for Natural Persons Act, seizure or suspension of payment of the Client, the claims from Whyz against the Client will be immediately payable and Whyz is entitled to terminate the Agreement with immediate effect and Whyz shall invoice the services provided in accordance with article 4 of these terms and conditions.

Article 9

It is the responsibility of the Client that when hiring a Candidate, all legal requirements and obligations have been complied with, and if necessary, a work permit or any other required permit for the Candidate is organised in time.

Article 10

For the duration of the agreement with the Client, Whyz will be adequately insured against the consequences of corporate liability.

Article 11

Without prejudice to the provisions in article 14, none of the parties with respect to the other party is liable for: a) loss of profits, loss of contracts or income, loss of targeted savings, reputational or goodwill damage; b) all indirect or consequential loss; even if the other party has indicated the risk of such damage beforehand, in connection with the execution of this agreement. Indirect or consequential damages shall include trading loss and intangible loss, unless this damage is the result of gross negligence or wilful misconduct by Whyz. Whyz is never liable for the inaccuracy of the data provided by the Candidate. Furthermore, Whyz is not liable for the behaviour of the candidates introduced and placed by Whyz as the client is totally free to choose and hire the Candidate(s).

Article 12

Without prejudice to the provisions in article 11 and article 13, Whyz's liability is always limited to (a) twice the total amount of the Placement fee(s) received by Whyz from the Client in the period of 12 months preceding any harmful fact, or (at the discretion of Whyz) (b) the sum that is paid out in the appropriate case under Whyz's public liability insurance.

Article 13

No limitation or exclusion of liability mentioned in the general terms and conditions is intended or can be interpreted as a limitation or exclusion of liability for any party with regard to any damage as a result of fraud, or with regard to personal injury as a result of intent or gross negligence.

The Client indemnifies Whyz against claims by third parties relating to intellectual property rights on material or data provided by the Client and used for the execution of the Agreement; If the Client provides the Contractor with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses, malware and defects.

Article 14

The Agreement and these terms and conditions comprise the entire agreement between the Client and Whyz and replace and terminate all previous agreements, verbal or written, between the parties that relate to the same assignment.

If a provision of these general terms and conditions conflicts with the law, completely or partially invalid or unenforceable, that provision will not be considered part of the agreement but does not affect the validity and enforceability of the remaining provisions. The Client and Whyz will endeavour to draw up a substitute provision, based on mutual consultation and in good faith.

Article 15

Clauses and agreements derogating from these terms and conditions are only valid insofar they have been agreed upon in writing by an authorised representative of Whyz and the Client.

Article 16

Dutch law applies to all agreements between Whyz and the Client. All claims resulting from these agreements will only be settled by the Court of The Hague.