

GENERAL TERMS AND CONDITIONS NOVIXI

Article 1 Definitions

Terms defined in these general terms and conditions:

1. *Supplier*: NOVIXI B.V., with registered office at Schokland 35, 1181 HP Amstelveen, registered in the Netherlands Chamber of Commerce under number 75166542, and validly represented by Ms. M. Hesselmans.
2. *Client*: the legal entity or natural person that engages the Supplier to perform Work.
3. *Work*: all work relating to advice, recruitment, and selection in the widest sense of these terms.
4. *Items*: all items supplied by either Party to the other, including documents or data carriers, as well as all products created by the Supplier for the purposes of the Contract, including documents and data carriers.
5. *Contract*: any written agreement between the Parties for the Supplier to perform Work for the Client.
6. *Party / Parties*: the Client and the Supplier individually / together.
7. *Candidate*: the natural person or legal entity that the Supplier selects with the ultimate aim that such person or entity should enter into an employment contract or other contract with the Client.
8. *Exclusive Contract*: the Supplier has the exclusive right to perform the Work for the Client.
9. *Estimated first-year's annual income of the Candidate*: the estimated gross salary of the Candidate for the first year, including retirement pay, holiday pay, payment towards expenses, bonus schemes, dividend payment, profit shares, payment towards living expenses, and company car, based on a 40-hour working week.
10. *Suitable candidate*: a by the Supplier to Client introduced candidate who complies with the by the Client stipulated demands. Based on the education and/or experience and/or qualities of the candidate it will be determined if those meet the demands which the Client has set for the agreed recruitment order.

Article 2 Scope

1. These general terms and conditions (the 'General Conditions') apply to all invitations to treat or offers made, and Contracts entered into, by the Supplier for the performance of the Work.
2. Any deviations to these General Conditions are only valid if they have been agreed in writing between the Parties.
3. Any other general terms and conditions used, or referred to, by the Client are hereby expressly excluded. The Supplier rejects any terms and conditions that conflict with these General Conditions.
4. If any term of these General Conditions or of a Contract is void or voidable, this term alone will not be binding between the Parties. The Parties will immediately negotiate a suitable term to replace the void or voidable term with a term that is as close as possible in substance to the original. All other terms remain fully enforceable.
5. The Supplier is entitled to unilaterally amend these General Conditions. Such amendments will also apply to pre-existing Contracts.
6. The Supplier will notify the Client by e-mail of any amendment to the General Conditions.
7. Amendments to these General Conditions will be binding thirty days after they have been notified to the Client. If the Client does not agree with the announced amendments, it has the right to terminate the Contract.

Article 3 Invitations to treat and offers

1. All invitations to treat, price quotes and offers made by the Supplier are subject to contract, unless expressly stipulated otherwise. The Supplier is entitled to revoke an offer up to two days following receipt of acceptance of that offer.
2. Offers are based on data supplied by the Client. If once the offer is made it appears that the data supplied is inconsistent with the actual facts, no rights may be derived from the Supplier's offers.
3. All invitations to treat, price quotes and offers should be in writing, whether or not sent electronically, unless in urgent cases this is not possible.
4. The Supplier cannot be bound by any invitation to treat, price quote or offer if the Client ought to have understood, having regard to the principles of reasonableness and fairness, and according to commonly accepted standards, that any such invitation to treat, price quote or offer, or part thereof contains an obvious mistake, slip of the pen, or typing or printing error.
5. A quotation for a total price does not oblige the Supplier to perform a part of the Contract for a corresponding part of the contract price.
6. Invitations to treat, price quotes and offers do not automatically apply to future Contracts.

Article 4 Contract

1. A Contract comes into effect once the Client has accepted an offer made by the Supplier. If acceptance by the Client departs, even on minor points, from the terms of the offer, there will be no binding Contract unless and until the Supplier has expressly agreed to these changes in writing.
2. If the Client sends an order to the Supplier before the Supplier makes any offer, the Supplier is not bound by this order until it has confirmed acceptance to the Client in writing.
3. Contracts are not binding on the Supplier until they have been confirmed in writing by the Supplier or the Supplier, without objection from the Client, commences performance of the Contract.

4. Changes to a Contract are only binding if and insofar as they have been agreed in writing between the Client and the Supplier. The Supplier will adopt the required changes provided that they are reasonably possible. A change may mean that the agreed completion date or delivery period is exceeded by the Supplier, which shall be deemed to constitute force majeure.
5. If during the performance of the Contract it appears that the Contract cannot be performed properly without a change or addition, the Supplier will notify the Client accordingly as soon as possible. The Parties will then negotiate in good time to amend the Contract accordingly.

Article 5 Obligations upon the Client

1. The Client must provide the Supplier in good time, in the right format and in the required manner with all information and Items that the Supplier judges are necessary for the correct, complete, safe, and uninterrupted performance of the Contract including, but not limited to, a copy of the intended employment contract that the Supplier can reasonably require in order to be able to properly carry out the recruitment and selection of a Candidate for the Client.
2. The Supplier is entitled to suspend the performance of the Contract until the Client has complied with the obligations specified in the preceding section.
3. The Client must notify the Supplier without delay of any facts that could be relevant to the entering into and further performance of the Contract.
4. Any extra costs and fees resulting from any delay in the performance of the Contract caused by the Client's failure to provide the Supplier with the required information on time, in full, or at all are the liability of the Client.
5. If and insofar as required by the Client, the Supplier will return the Items provided by the Client.
6. The Client may expect high standards of advice and service from the Supplier, but the Client guarantees the accuracy, completeness, and reliability of the information and Items provided by or on behalf of the Client to the Supplier even if these originate from a third party. The Client remains at all times responsible and liable for potential consequences of the provisions of incorrect, incomplete, or unreliable information and Items.
7. The Client is at all times liable for:
 - the confidential processing of all information pertaining to the Candidate in the manner specified in the General Data Protection Regulation dated 25 May 2018 and in any subsequent legislation or regulations;
 - the verification of the truthfulness of the oral or written statements made by the Candidate with regard to his/her education and training, work experience, and other relevant information;
 - investigating the suitability of the Candidates introduced by the Supplier;
 - obtaining the necessary work permits and other permits.
8. The Client must read the information contained in the received Items, check its accuracy, and report any inaccuracies as soon as possible to the Supplier.

Article 6 Performance of the Contract

1. The Supplier will determine the manner in which, and the person or persons by whom, the Contract will be performed. The Supplier will have as much regard as possible to instructions from the Client regarding performance of the Contract provided that these are given in good time and are justifiable.
2. The Supplier will perform the Work to the best of its abilities in accordance with the standard of due skill and care, will do its best to recruit and select suitable Candidates, and perform the Work to a high level of service and integrity. However, the Supplier is only subject to a 'best efforts' obligation and is not liable for disappointing results or the unsuitability of introduced Candidates. In addition, the Supplier in no way guarantees the written or oral statements made by a Candidate regarding his or her education and training, work experience, and other relevant information.
3. The Supplier is entitled to have the Work, or part thereof, performed by such employee or third party as it judges to be desirable, without the need to notify, or obtain the express consent of, the Client.
4. The application of Book 7 Articles 404, 407 (2), and 409 of the Dutch Civil Code are expressly excluded.
5. The Supplier will keep the Client updated on the progress of the Work and notify it without delay once it is completed in the event that the Client is unaware of this.
6. If Work is carried out during the Contract for the benefit of a profession or business of the Client that does not fall within the scope of the Work specified in the Contract, this Work will be deemed to be performed under separate contracts.
7. Any periods for completion of the Work stipulated in the Contract are approximate only and not deadlines. If a completion period is exceeded this is not an attributable breach on the part of the Supplier and thus no ground for termination of the Contract.
8. The Supplier is entitled to perform a Contract in stages.
9. If a Contract is performed in stages, the Supplier is entitled to invoice separately, and require payment, for each stage. Until any such invoice is paid by the Client, the Supplier is not obliged to perform the next stage and is entitled to suspend the Contract.
10. If the Contract is performed in stages the Supplier is entitled to suspend performance of following stages until the Client has approved in writing the results of the preceding phase.
11. The Supplier reserves the right to mention or use the Client name, project, and Work performed as a reference or example in any commercial communications without thereby being liable to compensate the Client for such use.

Article 7 Completion periods

1. Work will be completed within a period stipulated by the Supplier. Agreed or stipulated periods are approximate only and are not deadlines.
2. If a completion period is exceeded the Client must serve the Supplier with written notice of default, stipulating a further reasonable period in which the Supplier should complete the Work. The Supplier is not obliged to pay any compensation for any loss arising hereunder.
3. If the Supplier requires information or instructions from the Client necessary for performance of the Work, the completion period will not start to run until the Client has provided these to the Supplier.
4. The Client must check within 7 days following completion whether the Work has been performed to the quality and quantity as agreed, or otherwise meets the generally accepted standards for such work. The Supplier does not guarantee the accuracy of the oral or written statements made by the Candidate regarding his or her education and training, work experience, and all other relevant information, nor guarantees the suitability of the introduced Candidates.
5. Following completion, meaning after offering a suitable Candidate for the agreed and discussed function by Supplier, the Contract will be deemed to have been properly performed.

Article 8 Force majeure

1. If the Supplier is unable to comply with its contractual obligations properly, on time, or at all for a reason for which it cannot be held responsible including, but not limited to, the sick-leave of employees or third parties it has engaged, breakdowns in the computer network or other technical breakdowns, the shortcomings of Candidates or third-parties engaged by the Supplier, and other interruptions to its own, or the Client's, normal course of business, the obligations will be suspended until the moment when the Supplier is again able to comply with the agreed terms.
2. The term 'force majeure' also includes any infringement of third-party rights or those of others whose data the Supplier has stored including, but not limited to, commercial data, and copyright and intellectual property rights.
3. The term 'force majeure' here means any situation for which the Supplier is not responsible or can be held liable under any law, juridical act, or generally accepted principle. In addition to its definition in laws and jurisprudence, 'force majeure' also includes all external factors, whether or not foreseen, over which the Supplier has no control, but which prevent the Supplier from complying with its obligations.
4. If the situation of force majeure is of a temporary nature is, the Supplier reserves the right to suspend the agreed performance for the duration of the force majeure. In the event of permanent force majeure either Party is entitled to terminate the contract without the need for a court order but only after a period of two months of force majeure by means of written notice to the other Party, and without either Party being liable to compensate the other.
5. If at the time the force majeure arises the Supplier has complied, or is able to comply, with any of its contractual obligations, the Supplier is entitled to invoice separately for the work it has completed or is able to complete. The Client must pay these invoices as though they related to a separate contract.

Article 9 Fees and price changes

1. All fees and prices are given in euros, and net of VAT, other state taxes, travel and accommodation costs, delivery, postage and packaging, and administrative costs, unless specified otherwise.
2. Client shall pay NOVIXI a Fee equal to 33% of the estimated first-year's annual income of the introduced Candidate. This first-year's annual income will be determined by mutual agreement. The aforementioned fee is payable in two installments:
 - 30% at the start of the search by Supplier;
 - 70% at the time of introducing a Suitable Candidate for the agreed function, whether or not this Candidate will be made an offer by the Client.
3. The aforementioned fee of 33% of the estimated first-year's annual income is also applicable for introducing potential Candidates for (potential, future) vacancies at the Client, irrespective of the nature of the vacancy/function. The Client is obligated to pay the fee at the time a Candidate which is introduced by Supplier outside the scope of a recruitment order for a specific vacancy/function has been made an offer by the Client.
4. The said fee is based on an employment contract of 40 hours per week.
5. If the total compensation of the Candidate is more than the estimated fee (based on the estimated first-year's annual income), the remaining part will be billed to the Client by Supplier after the acceptance of an offer from the Client by the Candidate.
6. If once there is a binding Contract there are any wage rises or increases in raw materials and other costs, whether or not as a result of any statutory obligation, the Supplier is entitled to increase the fees by a proportionate amount.
7. If the Supplier charges on the basis of an hourly rate, an estimate will be made before the Supplier commences the Work of the scope of the service and the costs involved. The Client cannot, however, derive any rights from this estimate.
8. If no fee has been expressly agreed, the fee will be based on the hours actually worked, at the Supplier's standard hourly rate.
9. If the Supplier agrees a fixed fee with the Client, the Supplier is nevertheless entitled to increase this fee if, during the performance of the Work, it appears that the originally agreed or expected volume of Work has been underestimated at the time of entering into the Contract through no fault of the Supplier to such a degree that it would be unreasonable to expect the Supplier to carry out the agreed Work at the originally agreed fee. The Supplier will naturally notify the Client of such an eventuality. The Client is obliged to pay these additional costs.

10. As soon as Work is required that is additional to that specified in the Contract, the Supplier will advise the Client of the financial consequences.
11. The Supplier will issue an invoice itemized per Contract and in the event that an hourly rate is charged the number of hours involved.
12. The Supplier is entitled to suspend performance of the Work prior to commencement or during performance until the Client has paid the Supplier a reasonable advance payment for the Work to be performed or has supplied a guarantee for payment.
13. If the Contract ends before completion, the Supplier is entitled to payment for the part of the Work already performed. If the Contract is cancelled by the Client for whatever reason, the Client is liable to pay 20% of the Candidate's estimated annual income for the first year.

Article 10 Payment

1. The Client must pay the invoice within 14 days of the invoice date in the manner and currency specified by the Supplier on the invoice.
2. The Client becomes liable to pay the fee for search orders as soon as Supplier has introduced a Suitable Candidate for the agreed vacancy/function to the Client, whether or not the Client will make an offer to this Candidate.
3. Payment of the applicable fee for introducing potential Candidates for (potential, future) vacancies to the Client, irrespective of the nature of the vacancy/function, that are introduced outside the scope of a recruitment order for a specific vacancy/function is due as soon as the Client makes the introduced potential Candidate an oral or written offer, whether or not this is a concept or definitive offer, or as soon as negotiations has started between the Client and Candidate. The date on which the offer has been made or the negotiations have been started, is leading.
4. Fees pertaining to interim Work will be invoiced monthly in arrears.
5. Subject to any mandatory-law provisions, payment must be made in full without deduction, set-off, or suspension of any kind.
6. Objections to the amount invoiced do not suspend the payment obligation.
7. If the Client has not paid within the period stipulated in section 1 or within such other term as may be agreed it will automatically be in breach, and the Supplier is entitled, without the need to serve notice of default, but subject to any mandatory-law provisions, to charge statutory commercial or other interest on the debt as from the date that the Client is first in breach up to the date of payment in full, without prejudice to all other rights of the Supplier.
8. In the event that the Client does not pay in full and in time, the Supplier is entitled, without the need to serve notice of default, to charge the Client judicial and extrajudicial enforcement costs, even to the extent that the actual costs exceed the extrajudicial enforcement costs and/or the costs of judicial proceedings except, in the latter case, insofar as any mandatory-law provisions do not prevent this.
9. The extrajudicial enforcement costs on the principal sum are calculated in accordance with the Extrajudicial Enforcement Costs Decree (the 'BIK') as follows:
 - on the first €2,500 15%, but not less than €40 and not more than €375
 - on the next €2,500 10%
 - on the next €5,000 5%
 - on the next €190,000 1%
 - on the amount above €200,000 0.5% but not exceeding €6,775
10. Payments made by the Client will first be applied by the Supplier to clear all interest and costs owed, and then to clear outstanding invoices, the oldest first.
11. If, in the event that there is a single Contract with more than one Client, Work is performed for the benefit of all of such Clients, these Clients are jointly and severally liable for the payment of the invoice.
12. The Supplier is always entitled to require payment in cash or payment of part or all the contract price in advance, or interim payment, or any other security for payment by the Client.
13. In the event that the Client does not pay in full, the Supplier is entitled to terminate the Contract by written notice, without the need to first serve notice of default or obtain a court order, or to suspend its obligations under the Contract until payment is made or the Client supplies an adequate guarantee for such payment. The Supplier may also exercise its right to suspend if, even before the Client is in breach of its payment obligations, it has good reason to doubt the creditworthiness of the Client.
14. The Client has no right to restitution of the agreed fee if the employment contract is terminated for whatever reason during the trial period.
15. The Client has no right to a refund of the agreed fee if the Client has made the Candidate a written or oral offer, whether provisional or definitive, or begun negotiations with the Candidate for such purpose, and the Candidate rejects the offer or breaks off negotiations, or the Client revokes an offer or breaks off negotiations.
16. If the Client negotiates with more than one Candidate, or makes a written or oral offer, provisional or otherwise, to more than one Candidate, the Supplier is entitled to be paid the agreed fee for each such Candidate.
17. If a Candidate is contracted by the Client to fill a different position than originally intended, the Client must nevertheless pay the agreed fee in full.

Article 11 Inability to pay

1. Without prejudice to the other articles of these General Conditions the Supplier is entitled to terminate the Contract by written notice to the Client, without the need to first serve notice of default or obtain a court order, at such time as the Client:

- a. is declared insolvent, or an application for its insolvency is filed;
 - b. applies for a provisional or final moratorium;
 - c. has its property subjected to a post-judgment attachment order;
 - d. is placed under receivership or guardianship;
 - e. otherwise loses the power to dispose of its property or part thereof.
2. The provisions of section 1 of this article do not apply if the receiver or guardian acknowledges the obligations under the Contract as estate debts.
 3. The Client is always under the obligation to notify the receiver or guardian as to the content of the Contract and these General Conditions.

Article 12 Liability and indemnity

1. If the Client can demonstrate that it has suffered direct loss as a result of an attributable breach arising from, or connected with, the performance of a Contract by the Supplier, the liability of the Supplier solely for such direct loss, subject to any mandatory-law provisions, is limited to the amount paid in the relevant case under the Supplier's liability insurance policy.
If no payment is made under this liability insurance policy, any liability is limited to no more than 30% of the amount already invoiced or to be invoiced (or the amounts invoiced over a maximum period of three months in the case of interim Work) under the Contract giving rise to the loss, excluding VAT.
2. The Supplier is not liable for economic loss, or indirect or consequential loss suffered either by the Client or third parties including, but not limited to, loss of or drop in profits, cessation of the ordinary business activities of the Client or third parties, physical injury, or non-pecuniary loss.
3. The Supplier is not liable for any loss of any kind suffered by third parties. The Client indemnifies the Supplier against any third-party claim. If the Supplier is held liable by any third party, the Client must assist the Supplier in court proceedings and extrajudicially. All costs and loss incurred by the Supplier and third parties are at the risk and expense of the Client.
4. The Supplier is not liable for loss suffered by the Client or third parties resulting from any act or omission by any agent or third party engaged by the Supplier, even if such person is employed by an organization associated with the Supplier. In such cases the Client may only hold such agent or third party directly liable for its loss.
5. The Supplier is not liable for loss caused to the Client or a third party resulting from:
 - the provision of incorrect or incomplete documents, texts, data, or information by the Client to the Supplier, or that otherwise arises from any act or omission by the Client;
 - the Client's failure to check the said documents and information prior to performance of the Contract;
 - the failure to check the accuracy of written or oral statements made by the Candidate regarding their education and training, work experience, and all other relevant information;
 - unsuitability of the Candidate. The Supplier does not guarantee the suitability of any Candidate introduced to the Client;
 - employment of the Candidate to perform a job different from that originally intended;
 - the termination of the Candidate's employment contract for whatever reason;
 - the rejection of an offer made by the Client, the breaking off of negotiations by the Candidate, or the withdrawal of an offer or breaking off of negotiations by the Client, for whatever reason;
 - a longer implementation period than originally anticipated, irrespective of the underlying cause;
 - defects in the software or hardware used;
 - the Client's failure to take adequate or appropriate measures with regard to security and the protection of personal data;
 - any other failure to comply sufficiently or at all with the General Data Protection Regulation dated 25 May 2018 and other subsequent relevant laws and regulations;
 - any infringement of any third-party intellectual property rights, copyright or privacy rights resulting from any texts, photos, data, or other information and documents provided by the Client.
6. The Supplier is always entitled, if and insofar as possible, to remedy or mitigate the loss suffered by the Client by re-performing or improving the Work.
7. A claim for compensation for loss must be made within 7 days of the date on which the Client discovered the loss or ought reasonably to have discovered it, failing which the right to compensation is lost.
8. If in the performance of the Work the Supplier makes a mistake that is apparent to the Client, the Client must notify the Supplier as soon as it discovered, or could have discovered, this mistake. If the Client omits to inform the Supplier of the mistake, the Supplier is not liable for any resulting loss.
9. The limitations of liability set out in this article do not apply if the loss is the result of any deliberate act or gross negligence on the part of the Supplier or its managers, or if this is prohibited by any provisions of mandatory law.

Article 13 Suspension/termination/cancellation

1. The Supplier is entitled to suspend compliance with all its obligations, including the supply of Items or other property to the Client or third parties, until all due and payable debts of the Client have been paid in full, if:
 - a. the Client has not complied in full or at all with its obligations under the Contract;
 - b. after entering into the Contract, the Supplier learns of facts that justify its fear that the Client will not comply with its obligations. If there are justified fears that the Client will not comply fully or properly, suspension is only permitted insofar as this is justified by the breach;

- c. at the time of entering into the Contract the Client is required to provide a guarantee for compliance with its obligations under the Contract and this guarantee is not provided or is insufficient.
2. The Supplier is also entitled to terminate the Contract in the above circumstances or if other circumstances arise that are of such a nature that compliance with the Contract is impossible or it would not be fair and reasonable to expect such compliance, or if any other circumstances arise that are of such a nature that it would not be reasonable to expect the Contract to be performed without any change thereto.
 3. Notice of termination should be in writing. It is not necessary to obtain the consent of the court.
 4. If the Contract is terminated, the claims of the Supplier against the Client become immediately due and payable. If the Supplier suspends performance of its obligations it preserves its rights under the law and the Contract.
 5. The Supplier reserves the right to claim compensation and is not liable for any loss or costs incurred by the Client or third parties.
 6. If the Client wishes to cancel the Contract before the execution of the work by Supplier has started, the Client is obligated to pay 30% of the agreed fee which is mentioned in the Contract and these general terms and conditions. If the Client wishes to cancel the Contract after the execution of the work by Supplier has already started, the Client is obligated to pay the following cancellation costs to Supplier:
 - During the first week after commencing the execution of the work by Supplier 50% of the agreed fee which is mentioned in the Contract and these general terms and conditions;
 - During the second week after commencing the execution of the work by Supplier 75% of the agreed fee which is mentioned in the Contract and these general terms and conditions;
 - After introducing a Suitable Candidate by Supplier to the Client 100% of the agreed fee which is mentioned in the Contract and these general terms and conditions.
 7. A Contract is also deemed to be 'cancelled' if the Client fails to respond to an introduction of a Candidate by the Supplier or other communication from the Supplier within a period of 14 days.

Article 14 Termination

1. A Contract will end on the death of a natural person Supplier or Client, or in the event of the liquidation or winding up of the Supplier's business.
2. If the Work to be performed by the Supplier is not completed at the time the Contract ends, its legal successors under universal or special title are not obliged to complete this Work, even if the business of the Supplier is in any way continued. In such a case the Client should pay the legal successors the contract price less a reasonable sum as agreed with the legal successors in respect of the part of the Work not completed.

Article 15 Confidentiality, privacy, and solicitation clause

1. The Parties undertake not to disclose information to third parties not involved in the performance of the Contract. This duty of confidentiality applies to all information of a confidential nature concerning the companies and/or the Candidates that each Party knows or ought reasonably to suspect is of a confidential nature and that is supplied by the other Party, as well as the processing of the results therefrom. This duty of confidentiality does not apply if any statutory or professional rules and other national or international regulations of similar substance impose a duty of disclosure, or insofar as either Party relieves the other of its duty of confidentiality. This provision, furthermore, does not prevent confidential discussion between colleagues within each Party insofar as the Parties consider this necessary for a proper performance of the Contract or to comply properly with their statutory or professional obligations.
2. The Supplier is entitled to use the numerical results following processing for statistical or similar purposes, provided that results are not traceable back to individual Clients. The Supplier also reserves the right to mention or use the Client name, project, and Work performed as a reference or example in any commercial communications without thereby being liable to compensate the Client for such use.
3. The Supplier is not entitled to use the information provided to it by the Client for any purpose other than that for which it was provided, subject to the provisions of section 2, and except in the event that the Supplier is a party in disciplinary, civil, or criminal proceedings in which such documents could be relevant. In such cases, the Supplier is not obliged to pay any compensation. Furthermore, the Client is not entitled to terminate the Contract on the basis of any loss thereby suffered.
4. The Client is not permitted to disclose or otherwise make available to any third party the content of any advice, opinions or other written or oral communications of the Supplier without the prior express written consent of the Supplier, except insofar as this arises directly from the Contract, or it is done for the purposes of obtaining an expert opinion on the Work of the Supplier, or the Client is under a statutory or professional duty of disclosure, or the Client is a party in any disciplinary, civil, or criminal proceedings.
5. The Client will store carefully and confidentially all data and information – including, but not limited to, personal data and information pertaining to Candidates – that the Supplier provides to the Client and that the Client collates.
6. The Supplier may only and exclusively use the personal data originating from the Client and/or a Candidate for the purposes of delivering the Work or dealing with a complaint. The Supplier is not permitted to lend, sell, or otherwise disclose the personal data of the Client and/or any Candidate.
7. When the Supplier's website is visited, the Supplier may collate data from the Client regarding its use of the website by means of cookies.
8. The data that the Supplier collates using cookies may be used for functional and analytical purposes.

9. If the Candidate is rejected by the Client or not invited to an interview or to conduct negotiations, or if the Candidate rejects the offer of the Client, the Client is prohibited for a period of 18 months after the Supplier introduced the Candidate to the Client from offering an employment contract to this Candidate, from introducing such Candidate to any third party, or from encouraging in any way this Candidate to enter into any contractual relationship – on whatever basis – with either an associated legal entity, a natural person, or an independent third party, irrespective of whether the Candidate represents themselves, or acts via a third party.
10. In the event of any provision of this article the Client will be immediately liable to pay the Supplier a penalty of €25,000 per breach and €1,000 for each day that the breach continues, without prejudice to the obligation of the Client to pay compensation for the loss arising therefrom.

Article 16 Intellectual property

1. The Supplier reserves all rights pertaining to intellectual products which it uses or has used in the performance of the Contract for the Client, insofar as rights in a legal sense could be acquired in respect of, or secured upon, these products.
2. The Client is expressly prohibited from supplying to third parties, copying, disclosing, or utilizing otherwise than for the purposes of obtaining an expert opinion about the Work of the Supplier such products, including, but not limited to, advice, model contracts, and other intellectual products in the widest interpretation of the words. The Contract between the Parties does not contain any transfer of, or obligation to transfer, any intellectual property rights of the Supplier to the Client.
3. The intellectual property rights exercised by the Supplier under licence may not be changed, copied, disclosed, or utilized by the Client.
4. The Client guarantees that it is entitled to use the information, images, texts, and Items originating from the Client and indemnifies the Supplier against any third-party claim alleging any infringement of intellectual property rights and copyright.
5. In the event of any breach of the provisions of this article the Client must compensate the Supplier and third parties in full for all loss suffered by them.

Article 17 Complaints

1. All complaints concerning the performed Work and/or the sum invoiced should be notified to the Supplier within 7 working days of the completion of the Contract.
2. A complaint by the Client does not suspend its payment obligations.
3. If a complaint is not made in time all rights of the Client connected with the complaint lapse and the delivered Work is deemed to have been correctly performed. All consequences of failing to complain immediately are at the risk of the Client.

Artikel 18 Exclusivity

1. From entering into an agreement with Supplier, the Client grants Supplier complete exclusivity.
2. The Client is not allowed to grant orders to third parties other than Supplier to recruit and select candidates for the same specific vacancy or for different available vacancies for which is being recruited at the same time.
3. The Client is not allowed to recruit and select candidates himself during the duration of an order granted to Supplier to directly make the candidate(s) an offer or to start negotiations with the candidate(s) by excluding Supplier. If the Client is recruiting candidates himself, the Client is obligated to transfer them to Supplier to execute the further selection process.
4. If the Client is not respecting the obligations mentioned in this article, Supplier has the right to terminate the agreement immediately in which case the claims of Supplier will be due and payable in full immediately, unabated the obligation of the Client to compensate any damages that were suffered by Supplier.

Article 19 Applicable law and jurisdiction

1. All Contracts between the Client and the Supplier governed by these General Conditions are subject to Dutch law.
2. The application of other international laws and regulations is hereby expressly excluded, except in the case of mandatory-law provisions.
3. Any dispute between the Parties, except in the case of mandatory-law provisions, should be brought exclusively before the competent court in Amsterdam, even if the Client is located outside the Netherlands.