

## 1. Definitions

- 1.1. Unless clearly stated differently in these terms and conditions, the following words and expressions that begin with a capital have the following meanings. Note that all terms in the singular have the same legal meaning as terms in plural and vice versa :

<b>Gross annual income:</b>	The gross annual income, as agreed upon by the Candidate and the Client, includes the total fixed and variable payments per year, with a minimum of: the gross monthly income, a 13 <sup>th</sup> or 14 <sup>th</sup> month, lunch vouchers, supplemented with any guaranteed or reasonably foreseeable bonus, profit sharing, fixed representation allowance and other emoluments. In this context, car that is made available by the Client equates EUR 10,000 annual salary.
<b>Function and Candidate profile</b>	By Saro, in collaboration with the Client, there must be an established description by the organisation to fulfil a function as well as the requirements that a Candidate must comply with for this function.
<b>Saro Recruitment:</b>	Saro Recruitment Luxembourg S.A., functioning under the name Saro Recruitment Luxembourg, and in cooperation with the laws in Luxembourg, registered in the commercial register from the Register de Commerce et des Sociétés in Luxembourg, under the number B175321.
<b>Fees:</b>	The agreed upon monetary compensation for the execution of the search and recruitment services, agreed upon by Saro and the Client. Compensation is calculated by General Conditions, or by the calculation method as agreed in the contract.
<b>Introduction:</b>	By or on behalf of Saro, the sending or sharing of information regarding the Candidate in any other form to the Client. .
<b>Candidate:</b>	every natural person that is recruited and selected by Saro to engage into an employment agreement with the Client. This also refers to people that are recruited by Saro for an interim function.
<b>Mismatch:</b>	The situation in which the employment contract between the Client and the Candidate ends, as described in article 9.1
<b>Offer:</b>	Every offer from Saro to undertake search and recruitment services, based upon the acceptance of an Agreement.
<b>Client:</b>	The Terms and Conditions apply to every individual or member of an organization that gives Saro the responsibility to provide their services.
<b>Agreement:</b>	The agreement between Saro and the Client on the grounds that Saro will endeavour to select and recruit a Candidate for the Client, including advertisement and recruitment campaigns.
<b>Terms:</b>	These terms and conditions from Saro Recruitment Luxembourg, related to the search and recruitment services from Saro.

## 2. Scope of work

- 2.1. The Terms apply to and are part of all Agreements, Offers, the search and recruitment services from Saro and all the related legal actions from Saro and any ensuing or related legal relationships between the Client and Saro.
- 2.2. Any deviations from the Terms are only binding for Saro if they have been approved in writing by the management of Saro, and only apply to the relevant contract or Agreement.
- 2.3. Terms from or appointed by the Client or other parties are not applicable to Saro's Agreements, Offers, or other legal actions unless a director of Saro has expressly written the applicability of such terms.
- 2.4. In the case that both the Terms and general conditions of or designated by the Client or other parties are in practice, the Terms prevail.
- 2.5. If one or more provisions of the Agreement or the Terms & Conditions are void or annulled, the remaining provisions of the Agreement and the Terms & Conditions apply in full. The void or annulled provisions will be replaced by provisions that meet the purpose and intent of the original provisions as best as possible.

### **3. Offers**

- 3.1. All offers are non-binding, even if containing a deadline for acceptance. In the case that a deadline for acceptance is not specified, an Offer expires thirty (30) days after the date of the related Offer.
- 3.2. Saro is not bound to the deviations that occur with the acceptance of the Offer by the Client. Saro is also not bound to partial acceptance of a (composite) Offer.

### **4. Commencement, duration, and Termination of the Agreement**

- 4.1. The Agreement becomes official:
  - 4.1.1. With the acceptance of the Offer or by the Client; or by acceptance of the Offer by the Client; or – if earlier –
  - 4.1.2. By the commencement of actual work done by Saro, in which case the Agreement complies with the last Offer; or
  - 4.1.3. If the Client participates in an exploratory conversation or interview with a Candidate introduced by or on behalf of Saro, or if a Candidate is invited for a similar interview or conversation by or on behalf Saro, in which case the Agreement complies with the last Offer.
- 4.2. The Agreement can be concluded for a definite or indefinite period of time
- 4.3. The Agreement ends:
  - 4.3.1. By written notice given with due observance of a notice period of at least one (1) month;
  - 4.3.2. By the expiration of the agreed upon time period;
  - 4.3.3. As soon as the concerning vacancy or vacancies at the Client organization are filled.
- 4.4. Saro as well as the Client may terminate the Agreement, effective immediately, by stating the following in writing:
  - 4.4.1. If the other party applies for or is granted a moratorium, or is declared as in the state of bankruptcy; and/or
  - 4.4.2. If the other party is guilty of failing to fulfil its obligations under the Agreement, and – provided that the mistake can be corrected – failed to restore the corresponding shortcoming within a reasonable time after receiving a written notice or summons.

### **5. Implementation and Method**

- 5.1. We will perform our service to the best of our ability.
- 5.2. Saro, while consulting with the Client, determines which recruitment methods will be used to achieve the desired results
- 5.3. The Client is obligated to cooperate fully, performing in accordance with the Agreement, and to provide all necessary and requested information.
- 5.4. The information provided by the Client determines the content of the Job and Candidate Profile.
- 5.5. To prevent the impermissible discrimination, particularly based on religion, belief, political opinion, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age, or any other grounds, none relevant requirements to perform the job will not be accepted by Saro . The client may indemnify Saro for any consequences resulting from any impermissible discrimination made by Saro.
- 5.6. The Client must immediately inform Saro when an offer is made to the Candidate. If the Candidate accepts the Offer, the Client must immediately send a copy of the signed employment contract to Saro.

### **6. Advertisements**

- 6.1. The Client can assign Saro to assist them when placing advertisements or to place advertisements on behalf of the Clients. The Client is responsible for any related costs which will be added to the initial fees.

### **7. Fees**

- 7.1. The Client owes Saro a fee for carrying out selection and recruitment services.
- 7.2. The Fee is related to the gross annual income associated with the function. The Fee is a percentage of the gross annual income.
- 7.3. Determining the Fee is the starting point for the employment contract that the Candidate signs when accepting employment with a Client. If the company usage the 'Aide au Ré-Emploi' from the Adem, the amount will be calculated over the two to have the full salary details.

- 7.4. The Fee (excluding VAT) amounts to twenty-five percent (25%) of the gross annual income, with a minimum of ten thousand euro (EUR 10.000=) excluding VAT.
- 7.5. The Client is also responsible for Fees when the Client takes on a Candidate within a period of two (2) years of Saro's representation or introduction of the Candidate to the Client – outside of the agreement – to employ or in a way perform service for the client. In the case that there is a legal relationship other than an employment contract between the Client and the Candidate, then (as expected) the annual turnover of the Candidate is regarded as the gross annual income for the purpose of calculating the Fee.

## **8. Costs to Implement the Agreement**

- 8.1. The costs that Saro endures when implementing the Agreement are borne by Saro, with the exception of the costs mentioned in Article 8.2. remain
- 8.2. **The Following Costs are borne by the Client**
  - 8.2.1. Costs associated with the formatting and placing of advertisements
  - 8.2.2. Candidate's transportation costs and accommodation expenses
  - 8.2.3. Travel expenses and accommodation costs of Saro's employee(s) in the case of a trip or stay outside of the Netherlands;
  - 8.2.4. Expenses resulting specifically from the assignment.

## **9. Mismatch and Replacement Candidate**

- 9.1. Without taking away from article 5.1 and article 12.1, the following applies:
  - 9.1.1. If the Candidate, per his own initiative, leaves the Client's business during the first three months, Saro will find a new candidate for the job.
  - 9.1.2. If the Client terminates the employment contract with the Candidate within three (3) months after the start of work by the candidate, Saro, in consultation with the Client, will present a new Candidate.
- 9.2. The Client may exclusively appeal the provisions of Article 9.1 if:
  - 9.2.1. The Client provides Saro written notice of the termination of the employment contract with the Candidate within ten (10) work-days following the termination of the employment contract;
  - 9.2.2. In the event that a Candidate withdraws, this termination is not the consequence of changes or non-performance of the employment contract by the Client, and the essential characteristics of this function have not changed;
  - 9.2.3. In the event that the Client withdraws, this termination is not the result of severance, reorganization, merger or acquisition;
  - 9.2.4. The Client has paid all amounts invoiced by Saro;
  - 9.2.5. If the Client fails to meet any of the above requirements Saro's obligation to find a free replacement is not valid under the Agreement.
- 9.3. In the case of a mismatch, Saro will look for maximum one (1) replacement Candidate such as referred to in article 9.1. For this Saro (i) in the situation referred to in article 9.1.1, will not charge Fees again; and (ii) in the situation referred to in article 9.1.2, will charge fifty percent (50%) of the Fee, in addition to the costs mentioned in article 8.2. For any subsequent work, Saro will apply the regular Fee again.

## **10. Cancellation cost**

- 10.1. If the Agreement is terminated after Saro has started its implementation, but before the vacancy or vacancies at the Client's company is or are filled, Saro is entitled to a payment by the Client providing reasonable compensation for Saro's efforts and lost income except if the Client has terminated the Agreement in compliance with article 4.4.1. The aforementioned termination is fixed by the Client and Saro at five thousand euro (EUR 5.000, =) excluding BTW, per vacancy in the Agreement.
- 10.2. If the Client cancels an advertisement order after the relevant medium of advertisement (-assignment) has started, any cancellation costs by the relevant media and associated risks are borne by the Client.
- 10.3. If the Client offers a Candidate an employment contract, and then withdraws the offer, the Client must still pay the Fees to Saro, unless the Client can prove that the is due to a culpable act or omission of the Candidate.

- 10.4. If the Candidate has participated in a 2nd round interview and the Client then fills the position through an employee of the client or an employee of a company affiliated with the client, then the Client must still compensate Saro. The Client and the Candidate have set a fixed amount of fifty percent (50%) of respective position corresponding to the gross annual income, with a minimum of five thousand euro (EUR 5.000,=) excluding BTW.

#### **11. Billing and Payment**

- 11.1. Saro will invoice the Fee only after the Client and the Candidate have concluded an employment contract or other agreement regarding the performance of work by the Candidate on behalf of the Client.
- 11.2. Saro is entitled to cancellation fees in which case termination fees will be charged to the Client as soon as a circumstance arises as demonstrated in Article 10
- 11.3. Saro will separately charge the Client with the costs referred to in Article 8.2
- 11.4. The Client must pay the owed costs to Saro within fourteen (14) days after the invoice date.
- 11.5. The Client is not authorized to a settlement or adjustment, suspension, or partial withholding of the payment.
- 11.6. Complaints with the invoice must be made in writing and brought to Saro within the payment period. Failing to do so will deem the agreement approved by the Client.
- 11.7. If the Client fails to pay within the period stated in the invoice, the Client will legally be in default and will, without any warning or notice, be legally responsible to pay the outstanding statutory commercial interest to Saro.
- 11.8. In addition to Article 11.6, if the Client fails to make a timely payment to Saro of all actual extrajudicial and judicial collection costs, an amount in conformity with Preliminary Report II will be due. The extrajudicial costs are expected to amount to at least fifteen percent (15%) of the amount owed, with a minimum of two hundred and fifty euro (EUR 250,=), without prejudice to Saro's right to claim the actual collection fees.
- 11.9. If the Client's payment of the invoice occurs after a warning - and after the deadline for performance expires - Saro will be entitled to fully or partially suspend its work until the invoice, plus the above stated interests and costs, have been paid. Before Saro partially or fully suspends its work, Saro will provide the Client with written notice.

#### **12. Liability**

- 12.1. The Client is responsible for the final selection of a Candidate. The Client is and remains responsible for obtaining references, and for the decision whether or not to make the Candidate an offer.
- 12.2. Saro is not liable for damages to the Client, the Clients property, or injury to third parties caused by an act or omission of the Candidate.
- 12.3. The Client indemnifies Saro for amounts receivable or claims from third parties with the implementation of the Agreement, and with the implementation or claims that are tied to the performance or actions of the placed candidate.
- 12.4. If Saro, despite the provisions of Articles 5.1, 12.1 and 12.2 is still liable, this liability is limited to damage caused by implementation of the agreed services, which is the result of - shown by the Client - a breach of the Agreement, as a direct result of Saro's intent or gross negligence or that of Saro's auxiliary persons and/or employee(s); this is capped at the Fee that the Client is bound to under the concerning Agreement.

#### **13. Personal Information**

- 13.1. The Client will ensure that all registered personal data of the Candidate, as made known by the Agreement with Saro, will remain confidential and be handled in accordance with the Data Protection Act.
- 13.2. The Client will inform the Candidate of any of his or her registered or processed personal data and how, when, and for what purpose this data may be stored or used by the Client.

#### **14. Exclusivity**

- 14.1. For the duration of the Contract, and subject to the provisions in the Agreement, the Client grants Saro the exclusive right to perform the assigned task, unless Saro provides the Client with written permission granting a third party specified rights.

**15. Privacy**

- 15.1. Saro and the Client will endlessly try to keep the Candidates' personal information and the knowledge that they have acquired through the Contract confidential.

**16. Governing Law and Jurisdiction**

- 16.1. Only Luxembourg law is applicable to the Terms, the Agreement, the Offers, recruitment services, other legal operations, and the legal relationship between Saro and the Client.
- 16.2. All disputes arising out of relating to the content and/or the implementation of an Agreement or the Terms or an offer or any other legal relationship between Saro and the Client will only be settled through the court-house of Luxembourg.

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