

## General Terms and Conditions of Poliedro Services B.V.,

### 1. Definitions

For the purpose of these general terms and conditions of Poliedro Services B.V. (hereinafter referred to as: the 'General Terms and Conditions') the following is understood as:

Affiliated Entity:

a legal person with whom the Client is affiliated, either directly or indirectly, in a group of companies;

Agreement:

each and every agreement that is concluded by and between Poliedro Services and the Client regarding the supply of Services to the Client as well as each and every change of or addition to the same and any and all legal acts that are required for the conclusion or the implementation of said agreement;

Client:

each and every natural or legal person that concludes an Agreement with Poliedro Services;

Parties:

Poliedro Services and the Client combined;

Poliedro Services:

the private company with limited liability Poliedro Services B.V., having its registered office and its place of business in (1017 ES) Amsterdam at the Keizersgracht 638, registered with the Chamber of Commerce under number 33279420, VAT no. NL 810069052B01;

Services:

any and all services that are subject of the Agreement, including but not limited to the recruitment and selection of Italian speaking or multilingual employees and/or the provision of the payroll administration of employees.

### 2. Applicability and change of the General Terms and Conditions

- 2.1 These General Terms and Conditions are applicable to and form part of each and every Agreement by and between Poliedro Services and the Client.
- 2.2 The applicability of general terms and conditions of the Client is hereby expressly rejected.
- 2.3 Changes in these General Terms and Conditions must expressly be confirmed by the Parties in writing.

### 3. Proposals and offers

- 3.1 Any and all proposals and offers of Poliedro Services are subject to contract and are valid for a period of 30 days, unless the proposal or the offer indicates otherwise. Poliedro Services is only bound by the proposal or offer if the acceptance thereof is confirmed by the Client in writing within 30 days, unless the proposal or offer indicates otherwise.
- 3.2 The prices specified in the proposals and offers are excluding VAT.
- 3.3 Proposals and offers are not automatically applicable to future contracts.

### 4. Implementation of the Agreement

- 4.1 Poliedro Services shall deploy the knowledge and experience of its employees in order to implement the Agreement to the best of its knowledge and ability. Results of supplied Services are, however, expressly not guaranteed. The Client is personally responsible for the choice of the candidate as also for verification of references and the screening of diplomas of a candidate.

- 4.2 The implementation of the Agreement can be transferred by Poliedro Services, either in whole or in part, to a third party (third parties).
- 4.2 The Client provides all the information that is required for the implementation of the Agreement to Poliedro Services in a timely and complete manner. The required information does in any case include the job title, job description, information about the Client and/or the company, salary indication, and terms and conditions of employment.
- 4.3 The Client shall not undertake any activities that (adversely) affect the implementation of the Agreement by Poliedro Services.
- 4.4 If the Client already had – before the Agreement with Poliedro Services is concluded – candidates in portfolio then the Parties shall enter into discussions as to whether it is desirable to include these candidates in the supply of the Services and, should this be the case, how and on the basis of what terms and conditions.
- 4.5 The Client is personally responsible for obtaining all statutorily required permits, certificates or other documents that are required for the employment or deployment of the candidate selected by the Client.
- 4.6 Time limits, barring payment terms, stipulated between the Parties must exclusively be qualified as target deadlines. Poliedro Services shall not be in default by operation of law due to the mere overstepping of these time limits.

### 5. Term and termination of the Agreement

- 5.1 An Agreement by and between Poliedro Services and the Client concluded for a definite period automatically comes to an end following expiry of said definite period or earlier following completion of any and all Services specified in the Agreement.
- 5.2 An Agreement by and between Poliedro Services and the Client with regard to administrative payroll support to the Client can be terminated by either party before the end of the term in consideration of a notice period of at least two weeks.
- 5.3 Termination by the Client shall never entitle the Client to restitution of payments made by the Client to Poliedro Services.

### 6. Dissolution

- 6.1 Without prejudice to the statutory provisions, Poliedro Services is entitled to dissolve the Agreement with immediate effect, without a notice of default being required, if the Client:
  - a. is being liquidated;
  - b. discontinues its activities;
  - c. is declared insolvent or if a winding-up petition is filed;
  - d. is granted (provisional) suspension of payment;
  - e. reaches a private composition with its creditors.
- 6.2 If the Agreement is dissolved by Poliedro Services then the claims of Poliedro Services vis-à-vis the Client immediately fall due.
- 6.3 If Poliedro Services relies on its (statutory) right to suspend or dissolve the activities or the Agreement in a lawful manner then the Client shall not be allowed to claim any form of compensation, including but not limited to statutory interest.

### 7. Fee, invoicing and payment

- 7.1 The Agreement includes the fee payable by the Client to Poliedro Services for the supply of the Services. Any and all amounts specified in the Agreement are excluding VAT.
- 7.2 If the fee payable to Poliedro Services depends on the employment / deployment of the candidate then the Client is held to inform Poliedro Services of the conclusion of an

employment agreement or a different agreement on the basis of which the candidate starts performing activities for the Client or for one of its Affiliated Entities.

7.3 If the fee payable to Poliedro Services depends on the employment / deployment of the candidate then the Client is also liable to pay the fee if the agreement with the relevant candidate is terminated within the probationary period, regardless of the fact whether the relevant initiative is taken by the Client or the candidate.

7.4 If the fee payable to Poliedro Services depends on the employment / deployment of the candidate then the Client is also liable to pay the fee if a candidate proposed to the Client yet starts performing activities for the Client or for one of its Affiliated Entities or enters into the employ of the same within one year after the Client has rejected this candidate.

7.5 The Client is held to pay invoices of Poliedro Services – without suspension or setoff – within 30 days after the date of the invoice. Payments shall take place in the manner specified by Poliedro Services.

7.6 In case of late payment the Client is in default by operation of law. As the occasion arises the Client is liable to pay interest at the rate of 1.5% per month on the invoice amount in the course of which a part of a month is qualified as a full month. The interest is calculated as from the day that the Client is in default up to the day that the invoice amount is paid in full.

## **8. Collection costs**

If the Client fails to comply with its obligations (in a timely fashion) then all reasonable costs in order to obtain out-of-court satisfaction shall be at the expense of the Client. The collection costs amount to at least € 150.00.

## **9. Complaints**

9.1 The Client can only rely on a shortcoming in the Services supplied by Poliedro Services if the Client reported the shortcoming to Poliedro Services in writing within one month after it has discovered or should have discovered the shortcoming.

9.2 Complaints as intended in article 9.1 do not suspend the payment obligation of the Client.

## **10. Liability and indemnification Poliedro Services**

10.1 Poliedro Services is only liable for damages incurred by the Client if there is question of a shortcoming in the implementation of the Agreement that can be blamed on Poliedro Services. In case of liability of Poliedro Services each and every liability shall be limited to at most twice the invoice amount related to the Services as a result of which the damages were caused.

10.2 Poliedro Services is not liable for damages that are the result of the fact that the Client, a candidate or third parties (with regard to a candidate) provided information late, incorrectly or incompletely. Poliedro Services is neither liable for damages that are the result of the performance, actions or omissions of a candidate during the performance of activities for the Client.

10.3 Poliedro Services is not liable, either by law or on account of the Agreement, for so called indirect damages incurred by the Client as a result of the implementation or failing implementation of the Agreement by Poliedro Services. Indirect damages is understood as, inter alia, trading losses, consequential damages, lost profit.

10.4 Poliedro Services is not entitled to rely on the limitations of liability as intended in article 10.1, article 10.2, and article 10.3 of these General Terms and Conditions if the relevant damages are caused by intent or intentional recklessness on the part of Poliedro Services, its board of directors or its (managerial) staff.

10.5 Force majeure (a 'non-imputable shortcoming') on the part of Poliedro Services is in any case understood as a shortage of staff, industrial action or sickness of staff, a failure to comply by third parties possibly relied on by Poliedro Services and/or liquidity or solvability issues on the part of Poliedro Services.

## **11. Confidentiality**

11.1 During and after termination of the Agreement the Parties shall, barring with consent of the relevant party, keep any and all information and/or data that they obtain about Poliedro Services, the Client and/or candidates within the framework of the implementation of the Agreement, barring information and/or data that are available in the public domain, confidential and they shall not divulge the same to third parties.

11.2 Poliedro Services reserves the right to use the knowledge gained and the documents prepared during the implementation of the Agreement for other purposes to the extent that confidential information is not divulged to third parties.

## **12. Choice of law and competent court**

12.1 Dutch law is applicable to these General Terms and Conditions as also to the Agreement.

12.2 Any and all disputes between the Parties shall, to the extent that the law does not mandatorily prescribe otherwise, be brought to the cognisance of the competent court in Amsterdam.