



General Terms & Conditions Tech Rise Ventures

1. Tech Rise Ventures (hereinafter: "Contractor") is professionally engaged in principal with the recruitment, selection, introduction and mediation of persons (hereinafter: "Candidates") to companies and other entities in whichever (legal) form (hereinafter: "Principal"), which introduction has the objective that the Candidate directly or indirectly via a (temporary) employment agreement, management agreement, interim/ZZZP/secondment basis, "deta-vast" agreement or via whichever other (contractual/legal) construction, comes to work for the Principal (hereinafter: "Employment relation").
2. The contract terms and conditions described hereafter or General Terms & Conditions (hereinafter: "GTC") are applicable to and form part of each offer or introduction by, specific offer from or agreement concluded by the private limited liability company under the laws of the Netherlands Tech Rise Ventures, registered as trade name of Tech Rise Ventures BV at the Chamber of Commerce in Amsterdam under number 73774073 and registered at the Dutch Tax Authority (Belastingdienst Amsterdam) under number 85965939B01.
3. A Candidate is deemed to have been introduced to the Principal on the moment on which the Contractor provides information to the Principal related to that specifically introduced Candidate. As soon as by or on behalf of the Principal further information about a Candidate is requested from the Contractor, in whichever manner, or a request is made to arrange for an interview (either face to face or by phone) with the Candidate, there is an instance of acceptance of the Services with the Fees of the Contractor, as referred to in these GTC.
4. Vacancies at Principal, for fixed or interim appointments are always accepted on an exclusive basis by Contractor.
5. A Candidate will be introduced strictly confidentially to the Principal. If violation of this stipulation by an act or omission (directly or indirectly) by the Principal leads to an Employment relation between a Candidate and a third party (including an enterprise or other entity affiliated with the Principal), then Principal shall be liable to pay to the Contractor the full Fees according to these GTC, as if an Employment relation would have emerged between the Principal and the Candidate.
6. If within twelve months after the Contractor has introduced a Candidate to the Principal, in whichever manner an Employment relation is concluded between the Principal and that introduced Candidate, irrespective of whether there is an instance of a trial period or a temporary or flexible employment relation, then Contractor is entitled to the Fees referred to these GTC.
7. When within a period of twelve months after an Employment relation has been concluded with a Candidate introduced by the Contractor, the Principal either directly or indirectly or otherwise employs the services or makes an offer for an Employment relation to an employee or former employee of the Contractor or uses or hires the Services of an enterprise or limited company as a consequence of the fact that an aforementioned employee has become a director, manager, attorney-in-fact or employee thereof, then the Principal is liable to pay directly a compensation of €34.000,- to the Contractor.
8. The Fees referred to in these GTC to be paid by the Principal to the Contractor are a percentage of the annual income of the Candidate, despite the fact that the Candidate realistically speaking will be employed less than a year or in part-time. The definition of an annual income is the gross taxable compensation including but not limited to a guaranteed or customary bonus and/or commission fee, car allowance, travel allowance or parking place allowance (hereinafter: "Annual Income"). For the calculation of the gross taxable compensation the point of departure is always a full working week (40 hours). The Principal shall if so requested make available a total overview to the Contractor from which the aforementioned Annual Income of the Candidate can be deducted, inclusive of the guaranteed or usual bonus and/or commission fee and/or allowances once this information is known.
9. If an Employment relation with an introduced Candidate is concluded, then the Principal shall notify the Contractor hereof directly in writing, as well as of the content of that Employment relation. Upon request of the Contractor, the Principal shall send documents from which this Employment relation shows. The Principal needs to ensure that he shall have informed the Contractor within three weeks after the Employment relation between the Principal and the Candidate has started. If the Principal omits to do so, then he is liable to pay immediately to the Contractor a compensation of 35% of the Annual Income of the Candidate reasonably to be expected.

- 10.** The Fees due to the Contractor (to be increased with VAT) amounts to, unless explicitly agreed differently in writing by Contractor and Principal:
- Bracket 1. 25% of the Annual Income if that Annual Income is between € 0. - and € 39.999,-;
Bracket 2. 30% of the Annual Income if that Annual Income is between € 40.000, - and € 49.999,-;
Bracket 3. 35% of the Annual Income if that Annual Income is € 50.000, - or above.
- In all cases there is a minimum fee applicable of € 9.000,-.
- 11.** After an introduced Candidate has accepted the offer to conclude an Employment relation with the Principal, Contractor shall invoice the Fees mentioned in article 10 for the provided Services.
- 12.** The Principal has the full responsibility, which means that the Contractor in no way whatsoever has this responsibility, to check, estimate or assess the skills, character traits, specifications or qualifications, possible references and experience of the introduced Candidates. Possible legal (including the application for and obtaining of a work or residence permit) and medical requirement with regard to the Candidates are the responsibility of the Principal. The Contractor is solely responsible for the introduction of Candidates. The Contractor is not responsible or to be held liable for the suitability of the introduced Candidates in whichever manner.
- 13.** Should within the trial period after the start of the Employment relation be terminated after all, initiated by the Principal or the Candidate, then the Contractor shall offer to the Principal a so-called repayment arrangement.
- If the trial period by contract is one month the Contractor will offer full refund of the fee
 - If the trial period by contract is two months the Contractor will offer 50% refund if the employment contract is terminated in the second month of the trial period.
- 14.** Should one of the stipulations below be applicable, then the above article shall no longer be in force:
1. the Candidate is (reasonably) no longer required and this can be demonstrated by the Principal or by the Contractor;
 2. the Fees referred to in these GTC, as described in article 10 have not been paid within the agreed 14 days after the date of the invoice to the Contractor;
 3. the reason of termination of the Employment relation has no connection with a) the abilities or b) the behaviour of the Candidate;
 4. the reason that is the foundation for the termination of the Employment relation cannot be regarded as valid;
 5. the Contractor is has not or not timely (within two weeks after termination of the Employment relation) been notified in writing about the termination of the Employment relation with the related valid reason for termination.
- 15.** If the Principal does not or not timely pay the agreed fees in accordance with the term set in these GTC in article 16, then he is in addition to the amount due and the appeared interest by law (see article 16), liable to pay a full compensation for both out-of-court as in-court collection costs, including the costs for lawyers, court bailiffs and collection agencies. Out-of-court costs are set at no less than 20% of the principal with the additional interest by law.
- 16.** The Contractor applies a payment term of 14 days after the Contractor has sent the invoice to the Principal. If the Principal has still not paid after these 14 days and the Contractor has not received the due amount within these 14 days on the bank account number stated by the Contractor, then he will declare the Principal in default in writing, after which the Principal is in default. From the moment that the default emerges, then the Principal is liable to pay next to the due payment the interest by law (see article 6: 119a Dutch Civil Code).
- 17.** These GTC are governed by the laws of the Netherlands. The laws of the Netherlands apply exclusively to all related actions, such as for instance introductions, adaptations or changes of agreements, offers and possible changes of these GTC. The disputes that arise by any action of both Principal, Contractor or the Candidate or further to these GTC will be submitted to the competent court in Amsterdam, the Netherlands

Date:

Name:

Signature: