

## Standard Terms of Business

### Introduction of Candidates to Clients for Direct Employment/Engagement

#### Between:

**Source Group International BV** a company registered in the Dutch Chamber of Commerce under the registration number KvK 77312503, whose registered office is situated at Weeperstraat 00061 105 VN Amsterdam, Netherlands ('SGI'),

and

[Client details] ('Client')

#### 1.0 Definitions:

- 1.1 In any agreement the following expression shall have the meaning hereinafter defined unless the contract is inconsistent herewith:
- 1.2 "Agreement" means the Quotation, the Client's Acceptance and Specification together with these Terms and Conditions.
- 1.3 "Client" means the person, company, or any associated subsidiary that the candidate is supplied to.
- 1.4 "SGI" means Source Group International B.V.
- 1.5 "The Contract" means the contract specification as written by SGI.
- 1.6 "Fees" means the payments due to SGI at any and all stages of the Agreement
- 1.7 "Candidate" means any person or persons that SGI introduces to the Client.
- 1.8 "Commencement" means the day the Agreement is signed
- 1.9 "Expenses" mean the cost of interviewing Candidates that SGI and Candidates incur whilst SGI fulfils its obligations under the Agreement.
- 1.10 "Confidential Information" mean any information relating to the business and affairs of both Client and SGI and to the identity and business affairs of either parties' customers and clients and potential customers and clients, including personal data, which comes to either parties' attention or into their possession and which both parties regard or could reasonably be expected to regard as confidential, whether or not any such tangible information is marked 'confidential'.
- 1.11 "General Data Protection Regulation" means the General Data Protection Regulation (GDPR) and any other legal or regulatory provisions or European Directives and regulations that apply from time to time with regard to the protection, processing and transfer of personal data.

#### 2.0 Client Obligations:

- 2.1 It is fully the responsibility of the Client to read, sign and return the Agreement to SGI
- 2.2 In the absence of a signed Agreement, interviewing any Candidate introduced by SGI either face-to-face or via the telephone is an acceptance by the Client of SGI terms and conditions and an agreement to pay SGI fees.
- 2.3 It is the Client's responsibility to provide either a written or detailed verbal job specification for each and every position they request SGI to focus on. This is to ensure that the Client's criteria for employment is met when presenting candidates.

#### 3.0 This Agreement:

- 3.1 These terms contain the entire Agreement between the parties and unless otherwise agreed in writing by a Director of SGI, the terms prevail over any terms of business or purchase conditions put forward by the Client.
- 3.2 No variation or alteration to these terms shall be valid unless the details of such variations are agreed between SGI and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 3.3 In case of doubt or differences of interpretation, the English version shall prevail over the Dutch text.

#### 4.0 Fees:

- 4.1 Fees are 25% of the basic annual salary and any guaranteed earnings including but not limited to any payments made directly or indirectly to the successful Candidate. This includes any fixed bonus, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of €5,000.00 (EUR) will be added to the salary in order to calculate the fee due to SGI.
- 4.2 The minimum fee payable to SGI for each successful Candidate shall be €10,000 (EUR).
- 4.3 Fees are invoiced upon the client receiving the signed contract of employment from the successful candidate.
- 4.4 All fees are payable 7 days from the date of the invoice and are due without demand.
- 4.5 If that Candidate's Engagement is terminated by the Client during the first 8 weeks from the Start date SGI refill that position with no additional charge unless
  - the cause of Candidate's employment termination or resignation is beyond SGI's control or unrelated to the Candidate's qualifications;
  - Candidate is laid off;
  - Candidate is discharged without cause;
  - Client fails to notify SGI, in writing, of the reason for the employment termination or resignation, within



seven (7) business days of the Candidate's last day;

- Client fails to pay the full Fee within seven (7) days; or
- Client fails to comply with this Agreement.

**4.6** Fees are subject to VAT where appropriate.

**4.7** SGI reserve the right to charge interest on all overdue amounts at the rate of 3% per calendar month and reserves the right to reclaim any costs involved in debt recovery.

**4.8** If a Client enters into more than one Engagement of the same shortlist, the fee for the second and subsequent Engagements will be invoiced in accordance with the above fee structure.

**4.9** Referral fee – All introductions are confidential. If an Applicant is passed to any third party by the Client resulting in the Engagement of the Candidate, then the Client shall be liable to pay the relevant fee as if the Applicant was engaged directly by the Client.

**4.10** Candidate ownership - In the event that the Client subsequently offers a candidate a contract of employment within a 12 month period of the initial submission of the CV, or 12 months from the last interaction if they have been interviewed by the Client, then the full amount of fee shall be due and invoiced according to these terms.

**4.11** If SGI submits (introduces) a candidate to a client, and the client (company) has not previously engaged in any formal discussions with the candidate, or any previous engagement/discussion was longer than a 12 month period post the CV submission by SGI, then should the company contact the candidate directly post SGI's introduction, this will be deemed as a full introduction by SGI, and as per clause 4.1 a fee will be due to SGI if the candidate is hired.

**4.12** The Client shall advise SGI of any direct offers made to SGI candidates within 14 days of an offer of employment being made.

**4.13** The Client agrees that it will not "directly approach" any Candidate introduced by SGI in the 12 months following SGI's initial submission, or 12 months from the last interaction if they have been interviewed by the business. Should the Client approach a Candidate and breach this clause and subsequently directly employ that Candidate, they shall be required to pay SGI 30% of the basic salary and any guaranteed earnings, including but not limited to any payments made directly or indirectly to the successful Candidate by way of a penalty.

#### **5.0 Expenses:**

**5.1** Expenses for SGI and Candidates will be invoiced separately from the fee if any expenses have been incurred on assignments. All expenses will be pre-agreed with the client before any expense is incurred.

**5.2** Expenses will be charged at cost.

#### **6.0 Confidentiality:**

**6.1** Assignments are strictly confidential and to pass the details of any Candidate to a third party resulting in the employment of that Candidate by any party renders the Client for whom the assignment was originally undertaken liable to these Terms and Conditions as if the original Client had engaged the Candidate.

**6.2** The Client will treat all Confidential Information that may be known to it in the context of this Agreement confidentially.

#### **7.0 General Data Protection Regulation (GDPR)**

**7.1** Parties declare that they will strictly comply with all provisions in accordance with the General Data Protection Regulation that apply within the framework of this Agreement. Client is obliged to handle the personal data of the Candidates and SGI accordingly to the GDPR.

#### **8.0 SGI Limitations:**

**8.1** SGI cannot accept any liability caused by the introduction of a Candidate, or from any statement made by the Candidate.

**8.2** The decision to employ a Candidate is exclusively the Client's responsibility and we advise all Clients to make offers subject to satisfactory references, which the Client should take up directly, to verify any claimed qualifications and experience.

**8.3** These Terms and Conditions and the Agreement shall be construed in accordance with Dutch law and are subject to the exclusive jurisdiction of the Dutch courts.

#### **SIGNATURES:**

I have read and agree to the Terms and Conditions and the above agreement and authorise **Source Group International BV** to proceed with the above.

For and on behalf of The Client:

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of Source

Group International BV:

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



