

FARROW + DUTCH B.V. GENERAL TERMS AND CONDITIONS

The company has its registered office at Professor Pieter Willemstraat 2 B02, 6224 CC Maastricht, the Netherlands, and is filed with the Dutch Chamber of Commerce under number 76706575.

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Article 1. Definitions

In these General Terms and Conditions, the following terms are written with a capital letter and have the meanings given below, unless a different meaning is given elsewhere in the Agreement and/or General Terms and Conditions or if a different meaning is obvious from the context:

- 1. General Terms and Conditions:** the terms and conditions set out in this document.
- 2. Farrow:** the other contractual party to the Agreement with Client and the user of these General Terms and Conditions in the sense of Book 6, Section 231(b) of the Dutch Civil Code

3. **Job Applicant:** any person that Farrow introduces to Client in the framework of the Agreement.
4. **Client:** the natural or legal person with whom Farrow has entered into an Agreement, being the other party to the Agreement with Farrow within the meaning of Book 6, Section 231(c) of the Dutch Civil Code. 'Client' also refers to the person who starts negotiations or is negotiating the Agreement, as well as to service representative(s), agent(s), assignee(s) or heirs.
5. **Agreement:** any agreement between Farrow and Client arising from an offer or quotation made by Farrow and the valid acceptance of this by Client.
6. **In writing:** in these General Terms and Conditions, 'in writing' also includes communications by e-mail and digitally (for instance via an online interface) provided that the sender's identity and the integrity of the content has been sufficiently established.
7. **Start-up Fee:** the fee that Client owes Farrow on commencement of the Agreement.
8. **Success Fee:** the fee that Client owes Farrow at the time that Farrow successfully implements the assignment.
9. **Work:** all work carried out by Farrow in the context of the Agreement, including the search for and introduction of Job Applicants to Client in the context of an open vacancy or a recruitment assignment.

Article 2. Scope of application

1. These General Terms and Conditions apply to all of Farrow's offers, quotations, Agreements and Work, regardless of their nature, as well as to their implementation, unless this applicability is expressly excluded in writing, either entirely or in part, or unless expressly agreed otherwise.
2. Client's general terms and conditions, by whatever name, are expressly excluded. Derogations from and additions to these General Terms and Conditions are only applicable if Farrow expressly agrees to them in writing.
3. If Farrow permits these derogations from these General Terms and Conditions, tacitly or otherwise, for a short or longer period, this does not affect its right to demand direct and strict compliance with these Terms and Conditions. Client cannot derive any rights from the way in which Farrow applies these Terms and Conditions.
4. These Terms and Conditions also apply to Agreements with Farrow for the performance of which third parties need to be engaged.
5. If one or more of the provisions of these General Terms and Conditions or any other Agreement with Farrow should be in conflict with a mandatory statutory provision or any applicable legal provision, the provision in question will cease to apply and will be replaced by a new, legally permissible and comparable provision to be determined by Farrow.
6. Clients with whom a contract has been entered into once on the basis of these Terms and Conditions are deemed to have tacitly agreed to the applicability of these Terms and Conditions to any later Agreement entered into with Farrow.
7. In the event of a conflict between the contents of the Agreement entered into by Client and Farrow and the General Terms and Conditions, the Contents of the Agreement will prevail.
8. Farrow reserves the right to amend these Terms and Conditions at any time. The amended Terms and Conditions will take effect on the date of entry into force as announced and will also apply to Agreements entered into previously. Farrow will send the amended Terms and Conditions to Client in good time. If no time of entry into force is communicated, amendments will take effect as far as Client is concerned as soon as it has been informed of the amendment.

Article 3. Quotations and/or offers

1. All quotations and/or offers are considered to be offers subject to confirmation without obligation, unless expressly stated otherwise, and may be revoked at any time, even if they include a deadline for acceptance. Farrow may revoke offers/quotations in writing within seven days after receipt of the acceptance, in which case no Agreement will have been concluded between the parties.

2. Farrow cannot be bound by its offers and/or quotations if Client should have understood, on the basis of reasonableness and fairness and according to generally accepted standards, that the offers and/or quotations or a part thereof contain a manifest mistake or clerical error.
3. If the acceptance deviates from the content of the offer or quotation, whether in terms of minor points or otherwise, Farrow will not be bound to these deviations. The Agreement is then not in accordance with this alternative acceptance, unless Farrow indicates otherwise in writing.

Article 4. Conclusion of the Agreement

1. The Agreement is concluded once Client has accepted Farrow's quotation and/or offer.
2. Quotations and/or offers can only be accepted in writing, which includes by electronic means. Farrow is nevertheless entitled to accept a verbal acceptance as if it were in writing.
3. An Agreement is concluded between the parties when Farrow receives an order confirmation from Client, or when Farrow actually begins the implementation.
4. The Agreement replaces and cancels all previous proposals, correspondence, Agreements or other communications, regardless of whether they are written or oral.

Article 5. Implementation of the Agreement

1. Farrow will implement the Agreement to the best of its knowledge and ability and in accordance with high standards. With respect to the intended Work, Farrow has an obligation to use best endeavours. The applicability of Book 7, Sections 404, 407(2) and 409 of the Dutch Civil Code are hereby expressly excluded.
2. Farrow will determine the way in which and by which person or persons the Work will be performed. Farrow is entitled to engage third parties to perform certain Work.
3. Farrow is entitled to implement the Agreement in phases. If the Agreement is implemented in phases, Farrow is entitled to invoice separately for each part that has been implemented. If and as long as Client fails to pay this invoice, Farrow is not obliged to implement the next phase and is entitled to suspend the Agreement.
4. The place where the Agreement is implemented will be deemed to be the place where Farrow is based.

Article 6. Changes and contract extras

1. If, during the implementation of the Agreement, it proves necessary to change the Work to be performed or to add to it for the proper implementation of the Agreement, Farrow will inform Client of this without delay. The parties will then proceed to amend the Agreement in good time and in mutual consultation.
2. The time of completion of the implementation may be affected if the parties agree that the Agreement is to be changed or supplemented. Farrow will inform Client of this as soon as possible.
3. If the change or addition to the Agreement has financial, quantitative and/or qualitative consequences, Farrow will inform Client of this in advance.
4. If a fixed rate or fixed price has been agreed, Farrow will indicate to what extent the change/addition to the Agreement affects the rate or price. For this, Farrow will try, as far as is possible, to give a quotation in advance.
5. Farrow will not charge any extra costs if the changes or additions are due to circumstances that can be attributed to Farrow.
6. Changes to the original Agreement concluded between the parties are only valid from the time that these changes have been accepted by both parties based on an additional or amended Agreement.

Article 7. Client's obligations

1. Client must ensure that all information, equipment, or spaces that Farrow indicates are necessary, or that Client should reasonably understand are necessary for the implementation

of the Agreement, are available in good time. Client must also grant Farrow all the powers and authorizations necessary to perform the Work properly.

2. Farrow is not liable for damages, regardless of their nature, resulting from assumptions Farrow has made that were based on incorrect and/or incomplete information provided by Client, unless Farrow should have been aware of this inaccuracy or incompleteness.
3. Client will ensure that the employees of Client's organization involved in the Work are available in good time.
4. Client must refrain from conduct that makes it impossible for Farrow to implement the Agreement properly.
5. If Farrow, or a third party that it has engaged, carries out the Work in the context of implementing the Agreement at Client's premises or at a location designated by Client, Client is responsible for providing these facilities that are reasonably required free of charge.
6. If Client has not fulfilled its obligations as set out in this article, Farrow is entitled to suspend the implementation of the Agreement and/or charge Client for the extra costs incurred due to the delay, in accordance with the usual fee or rates.

Article 8. 'Outsourcing vacancies' procedure

1. Unless expressly agreed otherwise in writing, Farrow will introduce one or more Job Applicants to Client for each vacancy on the basis of the information and data provided by the Job Applicant, on the one hand, and the requirements described by Client, on the other hand.
2. Prior to commencement of the Work, the Start-up Fee will be charged per vacancy. Under no circumstances will the Start-up Fee be refunded.

Article 9. 'Outsourcing recruitment' procedure

1. Unless expressly agreed otherwise in writing, Farrow will introduce one or more Job Applicants to Client on an ongoing basis and for one or more vacancies or assignments, on the basis of the information and data provided by the Job Applicant, on the one hand, and the requirements described by Client, on the other hand.
2. The fee will be invoiced on a monthly basis before the beginning of the month. Under no circumstances will Farrow refund the fee.

Article 10. Appointing or employing Job Applicants

1. If Client decides to appoint or employ one or more Job Applicants introduced by Farrow, irrespective of the position held, the full fee (both the Start-up and Success Fee) – as agreed in the order confirmation in connection with which the introduction was made – will be payable by Client for each of the appointments or employments. This also applies if Client appoints or employs the Job Applicant in question within one year of the introduction date, regardless of the position in which he/she is ultimately appointed.
2. After this introduction, Client is free to hire or not hire the Job Applicant in question.
3. Client is responsible for the final choice of a Job Applicant and Client is responsible for verifying the information provided by the Job Applicant.
4. If Client independently recruits a Job Applicant from its own network after Farrow has started to perform the Work on Client's behalf, and if it concerns the 'outsourcing of a vacancy', Client will owe Farrow both the Start-up Fee and 50% of the Success Fee and, if it concerns the 'outsourcing of a recruitment', Client will owe Farrow both the agreed monthly fee in full and the agreed Success Fee in full.
5. If it turns out that a Job Applicant does not meet the requirements during the probationary period and Client terminates the contract during the probationary period, Farrow will carry out a new recruitment for the originally agreed vacancy free of charge. In this respect, any reduction of the Success Fee previously granted or obtained will not apply.

Article 11. Agreement between Client and Job Applicant

1. Unless Farrow mediates or unless it gives its permission, Client is not permitted to enter into an employment contract or contract for services directly or indirectly with the Job Applicant or to appoint a Job Applicant, if Client knew or ought to have known that this would circumvent the agreed Success Fee.
2. In derogation of paragraph 1 of this article, if Client enters into an Agreement with a Job Applicant during the term of the Work or within 12 months after its termination, Client will owe Farrow an immediately payable fee of 250% of the Success Fee agreed with Client in the Agreement for the Work. This fee is capped at €50,000.

Article 12. Fees

1. Unless otherwise expressly agreed in writing, the fees and rates stated by Farrow are always excluding VAT.
2. The fees and rates are excluding postage, travel, accommodation, and other expenses, unless otherwise agreed.
3. If a rate has not been expressly agreed, the rate will be set based on the actual hours spent and on Farrow's normal rates.
4. Farrow will give Client a statement of all additional costs, or provide information on the basis of which these costs can be passed on to Client, in good time before the Agreement is entered into.
5. If, when entering into the Agreement, Farrow agrees on a fixed fee or fixed rate, Farrow is nevertheless entitled to increase this fee or rate in the cases described in paragraph 6(a) to (d).
6. If the increase in the fee or rate occurs within three months after the Agreement has been concluded, Client is entitled to terminate the Agreement by means of a written statement, unless:
 - a. the increase arises from an authority or an obligation that Farrow is subject to by law;
 - b. the increase is due to a rise in the fee of raw materials, taxes, production costs, currency exchange rates, wages etc. or on other grounds that could not reasonably have been foreseen at the time the Agreement was entered into;
 - c. Farrow is still prepared to implement the Agreement on the basis of what was originally agreed; or
 - d. it has been stipulated that the implementation will take place more than three months after the conclusion of the Agreement.
7. If Farrow intends to change the fee or the rate, it will inform Client of this as soon as possible.

Article 13. Payment

1. Payments must be made by transfer to a bank account designated by Farrow, unless otherwise agreed.
2. Farrow will send an invoice for the amounts that Client owes. The payment term for each invoice is fourteen days after the date of the invoice in question, unless otherwise indicated on the invoice or unless otherwise agreed.
3. Invoicing is done on a monthly basis, unless otherwise agreed.
4. Farrow and Client may agree that payments may be made in instalments in proportion to the progress of the Work. If it is agreed that payments will be in instalments, Client must pay in accordance with the instalment terms and the percentages laid down in the Agreement.
5. Objections to the amount of an invoice will not suspend Client's payment obligation.
6. Client is not authorized to deduct any amount from the amount owed on account of a counterclaim made by it.
7. If a fee is not paid or not paid on time, Client will be in default by operation of law, without any notice of default being required. Client will then owe the statutory commercial interest from the date on which the payment became due until the date of full payment, whereby the interest for part of a month will be calculated over an entire month.
8. With regard to the extrajudicial collection and other costs, Farrow is entitled to compensation amounting to 15% of the total outstanding principal sum, with a minimum of €100 for each invoice that is not paid in full or in part.

9. In the event of bankruptcy, suspension of payments, liquidation, total attachment of assets, death or receivership, Farrow's claims and Client's obligations vis-à-vis Farrow will be immediately due and payable.
10. Client will also bear any reasonable judicial costs and foreclosure costs.

Article 14. Complaints

1. Client must notify Farrow of complaints in writing as soon as possible, but in any event within seven days of the performance of the Work to which the complaint relates.
2. The right to replacement, compensation or a partial or total refund of the fee will lapse if the complaint is not reported within the stipulated period, unless a longer period ensues from the nature of the Agreement or the circumstances of the case.
3. The fact that Client has notified Farrow of the complaint within the stipulated period does not suspend any payment obligation.

Article 15. Performance deadlines

1. If a period has been agreed or indicated for the performance of certain Work, this period is only indicative and can never be regarded as a final deadline, unless expressly agreed in writing.
2. Farrow is not liable if exceeding the performance deadlines has adverse consequences for Client, unless it involves deliberate intent or gross negligence on the part of Farrow.
3. If Farrow requires information, materials, or instructions from Client that are necessary for the performance of the Work, the performance period will commence once Client has given them to Farrow.
4. Agreeing to performance deadlines does not mean that Farrow is in default by operation of law if they expire. This requires written notice of default in which Farrow is given a period of at least fourteen days to fulfil its obligations.
5. Notice of default is not required if delivery has become permanently impossible or it has otherwise become apparent that Farrow will not fulfil its obligations under the Agreement. If Farrow fails to deliver within this period, Client is entitled to terminate the Agreement in accordance with Book 6, Section 265 of the Dutch Civil Code.

Article 16. Force majeure and unforeseen circumstances

1. A failure in the performance cannot be attributed to Farrow or Client if it is due to force majeure that cannot be attributed to it, or if it cannot be for its account by law, a legal act, or according to generally accepted standards. If that is the case, the parties are also not obliged to fulfil the obligations arising from the Agreement.
2. In addition to what it is understood to mean under the law and according to legal precedent, in these General Terms and Conditions 'force majeure' is understood to mean all external causes, anticipated or unanticipated, over which Farrow has no control and as a result of which it is not able to fulfil its contractual obligations.
3. 'Force majeure' on the part of Farrow in any event means:
 - a. strikes;
 - b. serious disruptions or impediments to traffic;
 - c. government measures that prevent Farrow from fulfilling its obligations on time or properly;
 - d. riots, insurrection, war;
 - e. lack of manpower;
 - f. extreme weather conditions;
 - g. fire;
 - h. epidemics or pandemics;
 - i. import, export, or transit bans;
 - j. any circumstance which hinder the normal course of business operations and as a result of which Client cannot reasonably expect Farrow to implement the Agreement.

Article 17. Termination of the Agreement

1. The parties may terminate the Agreement at any time by mutual agreement.
2. The parties may not terminate the Agreement early unless otherwise agreed in writing.
3. The parties may terminate the Agreement in writing with immediate effect, if:
 - a. the other party has applied for or been granted suspension of payments;
 - b. the other party has applied for or been declared bankrupt; or
 - c. the other party's business is wound up or it has permanently ceased operations.
4. If the Agreement is terminated, all Farrow's claims against Client are immediately due and payable. If Farrow suspends performance of its obligations, it will retain its rights under the law and the Agreement. Farrow always retains the right to claim damages.

Article 18. Liability

1. Farrow is only responsible for direct damages that occur due to gross negligence or deliberate intent on the part of Farrow. Farrow's liability is at all times limited to a maximum of the amount paid to Farrow by its insurer or to once the total invoice amount for the Agreement under which the claim arose.
2. 'Direct damages' is defined exclusively as:
 - a. reasonable costs for determining the cause and extent of the damages, insofar as this relates to damages in the sense of these General Terms and Conditions;
 - b. reasonable costs incurred to have Farrow's defective performance conform to the Agreement, insofar as it can be attributed to Farrow;
 - c. reasonable costs incurred for damage prevention or limitation, insofar as Client can demonstrate that these costs have led to limitation of direct damages, as referred to in these General Terms and Conditions.
3. Farrow is never liable for indirect loss, including consequential damages, loss of profit, loss of savings, loss due to business interruption, loss as a result of the provision of inadequate cooperation and/or information on the part of Client, loss due to information or advice given by Farrow without obligation, the content of which is not expressly part of the Agreement and all loss that does not fall under direct damages within the meaning of these General Terms and Conditions.
4. Farrow is never liable for errors in information and data provided by Client or for misunderstandings or errors with regard to the performance of the Agreement if these arise from acts or omissions on the part of Client, such as the failure to supply complete, sound, and clear information and data on time or at all.
5. Farrow is never liable for errors if Client gave its approval previously or was given the opportunity to carry out a check and indicated that a check of this kind was not necessary.
6. The limitations of liability laid down in this article are also stipulated for the benefit of the third parties engaged by Farrow for the implementation of the Agreement, and Farrow can never be held liable for damages caused by shortcomings of these third parties that it has engaged.
7. Farrow disclaims liability for damage to or destruction of documents during transport or during dispatch by mail, regardless of whether the transport or dispatch is done by or on behalf of Farrow, Client or third parties.

Article 19. Confidentiality

1. Both parties undertake to observe secrecy regarding all confidential information and particulars that they have received from one another or from another source in the context of the Agreement. Information will be considered confidential if this has been stated by the other party or if this follows from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.
 2. If, on the grounds of a statutory provision or court decision, Farrow is obliged to give confidential information to a third party designated by the law or a competent court, and in relation to this Farrow is unable to claim
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its statutory right to decline to give evidence, or is unable to get its right to decline to give evidence recognized or permitted by a competent court, Farrow will not be obligated to pay Client compensation and Client will not be entitled to terminate the Agreement on the grounds of any damages that may have arisen as a consequence of this.

3. Without prejudice to the foregoing, Farrow is entitled to include Client's name, trademark and logo in its list of business associates, which will be published on the website or disclosed via other means of communication to third parties as an indication of Farrow's level of experience and its customer base, unless otherwise agreed.

Article 20. Indemnification

1. Client indemnifies Farrow, to the extent permitted by law, in respect of liability to one or more third parties arising from and/or in connection with the implementation of the Agreement, irrespective of whether the damages are caused or inflicted by Farrow or its auxiliary persons, auxiliary materials, or the Work performed.
2. In addition, Client indemnifies Farrow, to the extent permitted by law, against all third-party claims related to any infringement of intellectual property rights vested in these third parties.
3. Client is always obliged to take all reasonable measures to limit the damages on the grounds of this article.

Article 21. Intellectual property

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, documentation, advice, reports, electronic information, other information as well as preparatory materials for this (jointly referred to as 'IP Material'), developed or made available in the framework of implementing the Agreement, are vested exclusively in Farrow or its licensors.
2. Client may only acquire rights and authority in relation to the IP Material that arise from the Agreement and/or that are expressly granted in writing.
3. Client is not permitted to assign to third parties any acquired rights or power in relation to the IP Material without Farrow's prior written permission.
4. Client is not permitted to remove or change any indication of intellectual property rights such as copyrights, trademark rights or trade names from the IP Material, unless agreed otherwise.
5. Farrow is permitted to take technical measures to protect the IP Material. If Farrow has protected the IP Material by means of technical protection, Client is not permitted to remove or circumvent this protection.
6. Any exploitation, reproduction, use, or disclosure by Client of the IP Material beyond the scope of the Agreement, or rights and powers granted, will be regarded as a breach of Farrow's intellectual property rights.
7. If a breach of this nature occurs, Client will pay Farrow an immediately payable penalty, which is not subject to judicial mitigation, of €2,000 for each breach, without prejudice to Farrow's right to claim compensation for its damages caused by the breach or to take other legal action in order to have the breach stopped.
8. There will be no infringement of intellectual property rights if Client has been given Farrow's express written permission to exploit, reproduce, use, or disclose the IP Material beyond the scope of the Agreement or the rights and powers granted.
9. Farrow may use all IP Material it has developed in the implementation of the Agreement for its own promotional purposes, unless otherwise agreed with Client.

Article 22. Privacy

1. Farrow respects Client's privacy. Farrow handles and processes all personal data given to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. Client agrees to this processing. Farrow uses appropriate security measures to protect Client's personal data.

2. Farrow uses Client's personal data exclusively for the purpose of implementing the Agreement or dealing with a complaint.
3. For more information about the way in which personal data is handled, Farrow refers the reader to the privacy statement on its website: <https://farrow.nl/>.

Article 23. Expiry period

Contrary to statutory periods of limitation, a limitation period of one year applies to all claims and/or powers that Client has against Farrow and/or the third parties that Farrow may engage. This limitation period counts from the time when an incident occurs, being an incident that allows Client to invoke these rights and/or powers against Farrow and/or the third parties that Farrow may engage.

Article 24. Assignment of rights and obligations

Client is not permitted to assign the rights and obligations arising from the Agreement to third parties without Farrow's written permission. Farrow is entitled to attach conditions to granting this permission.

Article 25. Remaining in force

The provisions of the General Terms and Conditions and the Agreement, which are expressly – or due to their nature – intended to remain in force after termination of this Agreement, will remain in force and will continue to bind both parties.

Article 26. Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions and all non-contractual rights and obligations arising from them will in all respects be governed by the laws of the Netherlands.
2. Any disputes that arise between Farrow and Client in connection with the Agreement and/or the General Terms and Conditions or ensuing from Agreements will be settled in the first instance by the competent court in the District Court of Limburg.