

COOPERATION AGREEMENT TECH RISE PEOPLE B.V.

Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise or unless the context indicates otherwise:
- a. TRP: Tech Rise People B.V. registered with the Chamber of Commerce under Chamber of Commerce number 73774073, whose business activities consist of proactively and/or in the context of a vacancy recruiting, selecting and proposing persons and mediating in the conclusion of Employment Contracts;
 - b. Client:
registered with the Chamber of Commerce number:
, the legal entity or natural person acting in the course of their profession or business that has granted TRP the recruitment and selection assignment to perform the aforementioned work and/or to which TRP introduces one or more Candidates;
 - c. Candidate: a natural person recruited, selected and presented to the Client by TRP;
 - d. Employment Agreement: the employment agreement, management agreement, secondment agreement, assignment agreement or any other agreement based on which Candidate performs work for the Client;
 - e. Terms and Conditions: these general terms and conditions of TRP;
 - f. Annual salary: the Candidate's gross annual salary plus benefits; limited to base salary plus vacations and any commissions and bonuses.

Article 2. General

- 2.1. These Terms and Conditions apply to every offer and every quotation of TRP, to all agreements between TRP and the Client and to all work that TRP performs on behalf of the Client.

Article 3. Exclusivity

- 3.1. The parties agree on exclusivity for the first 2 months of recruitment and selection assignments per permanent or temporary position to be filled.

Article 4. Details of Candidate and introduction

- 4.1. Without TRP's permission, the Client is not entitled to pass on information about and/or of Candidates to third parties or to introduce Candidates to third parties. In the context of this article, third parties also mean companies affiliated with the Client.
- 4.2. If the Client acts contrary to Article 4.1, TRP will charge the agreed fee as if an Employment Agreement had been concluded between the Client and the Candidate.
- 4.3. TRP has introduced a Candidate to the Client at the moment TRP has made information about the Candidate available to the Client.
- 4.4. Successful fulfillment of the recruitment and selection assignment also includes the case that a Candidate enters into an Employment Agreement with the Client within 12 months after the introduction, as described in Article 4.3, regardless of the term of the Employment Agreement and whether a probationary period has been agreed in the Employment Agreement. In such a case, the Client will also owe TRP the compensation as described in Article 7.1.

Article 5. Personnel of Tech Rise People

- 5.1. The Client and TRP are not permitted to approach each other's (former) employees for over a period of a half year after this agreement is dissolved.
- 5.2. If the Client or TRP, acts in violation of Article 5.1, the Client or TRP shall owe the disadvantaged and immediately payable penalty of €20,000 and vice versa.

Article 6. Conclusion of the Employment Agreement

- 6.1. No later than 2 weeks after the commencement date of the Labor Agreement, the Client will notify TRP that the Labor Agreement has been established and the Client will send TRP the Labor Agreement via email.
- 6.2. If the Client acts in violation of Article 6.1, the Client will immediately owe TRP compensation of 30% of the Annual Salary that the Candidate can reasonably be expected to receive.

Article 7. Compensation

- 7.1. The fee that the Client owes TRP for carrying out the recruitment and selection assignment(s) is a percentage of 25% calculated on the Candidate's Annual Salary.
- 7.2. At the start of the work by TRP a retainer fee of €2,500 will be charged, which will be settled upon successful mediation.
- 7.3. If the Employment Contract has a term shorter than 12 months, the fee will be calculated as if the Candidate were to enter into an Employment Contract with the Client for 12 months.
- 7.4. At TRP's first request, the Client will provide a statement of the Candidate's Annual Salary and of the emoluments and other allowances etc. of the Candidate at the time these data are known.
- 7.5. VAT is charged on the remuneration.

Article 8. Payment

- 8.1. The Client must pay the invoices received from TRP within 14 days of the invoice date.
- 8.2. Invoicing takes place at the moment the employment agreement between Client and Candidate is signed.
- 8.3. If the Client does not pay the invoice in time, the Client will be charged the statutory commercial interest in accordance with Article 8.3 and all judicial and extrajudicial collection costs incurred by TRP to collect the claim will be for the account of the Client.
- 8.4. If the Customer has not paid the invoice within the payment term of 21 days, TRP will send the Customer a notice of default in writing or by e-mail. If the Customer does not respond to the notice of default, the Customer is in default and the Customer will be charged the statutory commercial interest in accordance with Article 6:119a of the Dutch Civil Code.

Article 9. Liability

- 9.1. TRP is only responsible for the introduction of a Candidate. TRP does not guarantee that the Candidate is suitable for the position. TRP cannot be held liable for the actions and/or omissions of the Candidate and/or if the Candidate turns out to be unsuitable.

Article 10. Guarantee scheme

- 10.1. If, within 8 weeks of the Candidate's entry into service, the Employment Agreement ends at the initiative of the Candidate or the Client, a guarantee scheme applies. The guarantee scheme means that TRP will work on a new placement for the Client free of charge.

- 10.2. In order to make a claim under the guarantee arrangement, the Client must inform TRP in writing within 2 weeks after the end of the Employment Agreement that the Employment Agreement has been terminated and of the reason for the termination.
- 10.3. The guarantee scheme does not apply if:
- a. It is indicated by the Client or by TRP, whether or not it is demonstrated, that the Candidate is no longer needed at the Client;
 - b. The Client does not pay the fee owed to TRP in accordance with Article 7.1 within 14 days after the date of the invoice;
 - c. The termination of the Labor Agreement cannot be attributed to the qualities and/or acts and/or omissions of the Candidate;
 - d. The Client does not have a legitimate reason to terminate the Labor Agreement.

Article 11. Refund scheme

- 11.1. In the event that within 8 weeks of the Labor Agreement coming into effect, the Labor Agreement is terminated at the initiative of the Candidate or the Client, a refund scheme will apply. The repayment scheme means that TRP will repay 12.5% of the compensation paid by the Client to TRP for the relevant Candidate for each week in those 8 weeks that the Candidate does not work for the Client.
- 11.2. In order to invoke the repayment scheme as described in Article 10.1, the Client must inform TRP in writing within 2 weeks of the end of the Employment Agreement that the Employment Agreement has been terminated and of the reason for the termination.
- 11.3. Clause 10.1 does not apply if:
- a. It is proven by the Client or by TRP that the Candidate is no longer needed at the Client;
 - b. The Client does not pay the fee due to TRP in accordance with Article 7.1 within 14 days after the date of the invoice;
 - c. The termination of the Labor Agreement is not due to the qualities and/or acts and/or omissions of the Candidate;
 - d. The Client does not have a legitimate reason to terminate the Labor Agreement.

Article 12. Applicable law and competent court

- 12.1. All legal relationships to which TRP is a party, such as these Terms and Conditions and the recruitment and selection assignment, are governed exclusively by Dutch law.
- 12.2. Any disputes to which these Terms and Conditions, the recruitment and selection assignment or other legal acts to which TRP is a party may give rise will be exclusively settled by the competent court in Amsterdam, with the explicit exclusion of any other judge.

Signed for agreement:

On behalf of Tech Rise People B.V.:

On behalf of the Client:

By:
Position: Partner
Date:

By:
Position:
Date:

Billing data:

Billing email address:

Billing Responsible:

Any other billing requirements like PO numbers etc: