

Terms & Conditions between One. & Clients

One. is a trade name of New Amsterdam Capital B.V., a company registered in the Netherlands with the Chamber of Commerce under no. 62696645 and officially located at Keizersgracht 555, 1017 DR in Amsterdam.

DEFINITIONS

In this Agreement the following definitions apply;

Agreement: The agreement concluded between Client and One., consisting of these Terms, the Proposal and/or other oral and/or

written agreements, pursuant to which One. provides its Services to the Client.

Candidate: Any person Introduced to the Client to be considered by the Client for engagement;

Client: The natural or legal person, who entered into an Agreement with One., directly or via an authorized person who acts in the name of and for the account of the client (or present themselves as a person authorized to represent the client);

Data Protection Law: The General Data Protection Regulation or Directive 95/46/EC (“Algemene Verordening Gegevensbescherming”), any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

Engagement: The employment of a Candidate with the Client, and “Engage shall be construed accordingly”;

Introduction: Directly or indirectly introducing a Candidate by way of CV, interview, meeting or referral, by telephone or otherwise, following the Client’s instruction to One. to search for a Candidate,

and “Introduce”, “Introducing” and “Introduced” shall be construed accordingly;

Fee: The fee payable to One. by the Client pursuant to the Agreement;

Parties: Both One. and Client;

Proposal: The proposal made by One. and sent digitally to the Client, in which the Term, the relevant pricing structure, Fees, invoice schedule and other specific arrangements between One. and the Client are specified;

Services: The Services as requested by Client and performed by One. consisting, but not limited to recruitment services such as, sourcing, screening and introducing of Candidates, employer branding,

Term: The Agreement shall commence at the start date and expire at the end date, as set out in the Proposal;

Terms: The terms governing this Agreement between One. and the Client, as defined below.

1. TERMS, TERM, TERMINATION

1.1 All and any business relating to the Services undertaken by One. are transacted subject to these Terms, all of which shall be incorporated in any agreement between One. and the Client. The terms and conditions of the Proposal and these Terms are intended to complement each other; and to the extent they conflict, the terms and conditions of the proposal shall prevail, followed by these Terms.

1.2 The Proposal will be approved digitally by the Client. After the Client and One. have reached an Agreement, One. will be entitled to use the Client's name and/or logo in order to support the provision of the Services and promotion of One.. This will include use on social media channels (such as LinkedIn, Facebook and Twitter).

1.3 The Agreement shall not be automatically renewed. When the Term of the Agreement has expired, the Parties may (re)negotiate a new agreement with modified Fees, pricing structures, etc.

2. PRICING STRUCTURES, PAYMENT CONDITIONS AND REFUNDS

2.1 One. offers the Client three different Pricing Structures:

2.1.1 Recruitment-as-a-Service (RAAS):

A fixed Fee for a fixed period will be charged (periodically), without any additional costs for a hire.

2.1.2 50/50:

A Fee based on a percentage of the expected gross annual salary of the Candidate will be charged, where 50% is charged upfront (Starting Fee) and 50% is charged after the Client has hired the Candidate (Closing Fee).

2.1.2.1 If the Candidate is offered a higher salary than expected, the Closing Fee will be based on the actual gross annual salary and compensate the Starting Fee.

2.1.2.2 Gross annual salary includes yearly base salary, secondary benefits (including bonuses, car (allowance) etc.) and holiday allowance.

2.1.2.3 The Closing Fee shall be invoiced by One. to the Client on the calendar day a Candidate (orally or verbally) accepts an offer, directly made by the Client or on its behalf.

2.1.2.4 If a Candidate is offered by the Client an Engagement contract for less than twelve months, the Fees are charged by One.

to the Client, as if the Engagement contract would have a term of twelve months.

2.1.3 No risk:

A Fee based on a percentage of the expected annual salary of a Candidate will be charged after a Candidate is hired (Closing Fee).

2.1.3.1 Gross annual salary includes yearly base salary, secondary benefits (including bonuses, car (allowance) etc.) and holiday allowance.

2.1.3.2 The Closing Fee shall be invoiced by One. to the Client on the calendar day a Candidate (orally or verbally) accepts an offer, directly made by the Client or on its behalf.

2.1.3.3 If a Candidate is offered by the Client an Engagement contract for less than twelve months, a Closing Fee is charged by One. to the Client, as if the Engagement contract would have a term of twelve months.

2.2 The applicable pricing structure, invoice schedule and Fee(s) will be defined in the Proposal.

2.3 The Client owes the Fee(s) also in the event of an Introduction of a Candidate that the Client was already familiar with.

Payment Conditions

2.4 The invoice is sent digitally to the Client. Client shall remit payment to One. within fourteen (14) days of the date of One.'s invoice.

2.5 One. reserves the right to charge the Client statutory commercial interest on any amount outstanding after the period for payment as set out in Clause 2.3 in accordance with the provisions of Articles 119a and 120(2) of Book 6 of the Dutch Civil Code.

2.6 All amounts payable under the Agreement are exclusive of value added tax which shall be payable by the Client at the prevailing rate where applicable.

Refunds

2.7 In the situation a Candidate leaves, is dismissed due to unsatisfactory performance, or the engagement is terminated (as appropriate) within eight weeks after the commencement of the engagement,

2.7.1 and the pricing structure under Clause 2.1.1 does apply: all monies due and payable by the Client under the Agreement shall remain due and payable by the Client and there shall be no rebate nor refunds of any Fees;

2.7.2 and one of the pricing structures under Clause 2.1.2 or 2.1.3 does apply: One. shall refund the Client the part of the Closing Fee, that it has actually received, equal to no more than 12,5% of the Closing Fee, received for each week that the Candidate has not worked during the period of eight weeks after the commencement of the Engagement.

This provision of Clause 2.6.2 does not apply if the Candidate's unsatisfactory performance or the reason why the Candidate has left, is attributable to the Client.

Client must inform One. about the situation mentioned in the first paragraph of this Clause in writing within three working days as from the date of the termination of the Engagement contract, or the date on which a termination agreement is signed by mutual consent (whichever is earlier), providing the full particulars of the cause of

the termination of the Engagement. Upon expiry of the three working days notification period the Client has no right to any refund under the goodwill scheme as set out in this Clause.

2.8 In no event the Client is entitled to suspend any payment obligation under the Agreement, nor will it have the right to set off any amount.

3. ONE.'S OBLIGATIONS

3.1 One. is an independent legal entity and not an employee, agent, joint venturer or representative of the Client. Therefore, One. has no authority to act for the Client, and, in particular, has no authority to enter into any Engagement contract with the Candidate on behalf of the Client, unless agreed otherwise in writing.

3.2 One. will use its reasonable endeavors to Introduce to the Client a suitable Candidate to fill the position which the Client seeks to fill based on the information provided by the Client to One. on the position, including the type of work a Candidate in that position would be required to do. Whilst One. will make every effort to

maintain a high standard of an efficient service, One. gives no warranty as to the suitability and Introduction of any Candidate

4. THE CLIENT'S OBLIGATIONS

4.1 The Client acknowledges and understands that this Agreement is a partnership and that to realize the full value of the Service, its participation and effort are required.

4.2 The Client warrants and confirms that prior to Introduction it has been given to One. sufficient information in order for One. to select a suitable Candidate(s) for the position(s) the Client seeks to fill.

4.3 The Client confirms:

4.3.1 that it is satisfied with the information supplied by One. and the Client agrees that One. shall have no liability to the Client in respect of this;

4.3.2 that it is solely responsible to verify all statements made by or on behalf of a Candidate, in particular ensuring that any legal, professional body or other requirements relating to (without limitation) training, qualifications, authorizations, professional

certification, medical requirements and immigration status, are satisfied;

4.3.3 it has sole responsibility for selecting a Candidate for Engagement.

4.4 The Client shall notify One. immediately;

4.4.1 of any offer of an Engagement which the Client makes to a Candidate;

4.4.2 upon an offer of Engagement being accepted by a Candidate.

4.5 Introductions of Candidates and any CV supplied by One. to the Client are confidential and should not be disclosed to any other person without the prior written consent of One.. The Client may only use any CV supplied for the purposes of selecting a Candidate for interview and deciding whether to engage a Candidate. If the Client decides not to engage a Candidate, the Client hereby undertakes to return all copies of the Candidate's CV to One. and to remove, delete or destroy all records it may have which include details of or from the CV.

5. DATA PROTECTION

5.1 Each party warrants and undertakes to the other, that it shall comply with all requirements of applicable Data Protection Laws.

5.2 Client will treat any personal data it receives from One., including but not limited to data regarding Candidates or employees of One., as confidential. Client will have in place procedures so that any third party it authorizes to have access to the personal data will respect and maintain the confidentiality and security of the personal data.

5.3 Client warrants and undertakes that it will have in place all appropriate technical and organizational measures to protect the personal data received from One. against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

6. LIMITED LIABILITY

6.1 Neither One. nor any of One.'s staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered

by the Client arising in connection with any Introduction or Engagement and, in particular (but without limitation to the foregoing), any such loss, injury, damage, expense or delay arising in connection with:

6.1.1 failure of any Candidate to meet the requirements of the Client for all or any of the purposes for which the Candidate is required by the Client;

6.1.2 any act or omission of any Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;

6.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate;

6.2 The Client acknowledges that in entering into these Terms, it has not relied on any representations, warranties or other assurances by One. other than those expressly set out in the Agreement, provided that nothing in this Clause 6.2 shall operate to limit or exclude any liability for fraudulent misrepresentation between One. and the Client.

6.3 If and insofar as One. has any liability, the maximum liability on One.'s side shall at all times be limited to the amounts paid to and received by One. from the Client in the relevant calendar year for the Services, that it has performed related to the Client's claim.

6.4 As a data controller, as defined in article 4 sub 7 GDPR, Client shall be liable to other parties for damages caused by breaking any Data Protection Laws and indemnifies One. against any claim, fine or measure of third parties, including data subjects and the supervisory authority, as a result of violating the Data Protection Laws and/or other regulations

7. BREACH BY THE CLIENT

7.1 If the Client breaches any term of the Agreement, One. shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys' fees and costs of suit; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the

terms of this Agreement; and (d) pursue any other remedy available at law or in equity.

8. GENERAL

8.1 The Agreement is personal to the Client and it shall not be entitled to assign or subcontract its obligations or rights under the Agreement to any third party without the prior written consent of One.. One. shall however be entitled to assign its obligations or rights under the Agreement to any member of One.'s Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to One. shall be deemed to refer to the assignee.

8.2 No variation or amendment to the Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorized by that party.

8.3 The Agreement shall be governed by and construed in all respects in accordance with Dutch law. The parties hereby consent to the jurisdiction of the Amsterdam courts for purposes of any legal action arising out of this Agreement.

8.4 If any provision or any part of these Terms is held to be illegal or unenforceable, in whole or in part, under any One. enactment or rule of law;

8.4.1 such provision or part shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected;

8.4.2 to the extent permitted by law, One. and the Client shall negotiate in good faith a replacement to any provision severed under Clause 8.4.1 by a provision which is of similar effect but which is not illegal or unenforceable.

8.5 Each Party agrees not to disclose any information or documentation pertaining to the object of this Agreement to any third parties, unless authorized by the other party or unless a party becomes legally compelled to disclose any confidential information. In that event, the disclosing party shall immediately notify the other party of this legal requirement. In any event the disclosing party shall disclose only that part of the confidential information that is required to be disclosed and shall use reasonable efforts to obtain

an assurance that the information disclosed will be treated confidentially.

8.5.1 Each party shall protect the confidentiality of said information by making all the necessary arrangements with its personnel.

8.5.2 These confidentiality obligations between the parties shall remain in force for one (1) year after the termination of this agreement.

8.6 None of the provisions of these Terms is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of One. who shall be entitled to enforce the provisions of these Terms as if original parties to it).

9. ADDITIONAL PROVISIONS

9.1 These terms are effective as of January 1st, 2019 and replaces all previous terms.

9.2 We are happy to answer any questions regarding these terms, the Agreement and any other (legal) matters. Please send an e-mail to legal@oneworks.co.