



## **General terms & conditions**

### **Definitions**

Trust-Financials: Trust-Financials means Trust-Financials B.V.i.o trading under the name Trust-Financials

Client: the person who enters into an agreement with Trust-Financials for the provision of services and/or performance of work concerning or related to, but not limited to, the recruitment and selection of one or more candidates or (for example) the temporary or secondment of temporary workers, the performance of psychological research, etc.

Trust-Financials Activities: all services and/or activities to be performed or performed by Trust-Financials for the client, including, but not limited to, the provision of temporary workers and seconded workers, the mediation of self-employed persons without personnel (self-employed persons), recruitment and selection of workers and the performance of psychological research for clients.

Candidate: any natural person selected by Trust-Financials and/or nominated to the client.

### **Applicability**

- These general terms and conditions apply to all legal relationships between Trust-Financials and the client regarding the services and/or activities to which Trust-Financials has committed itself by agreement, including offers to enter into such agreements. - Deviations from these general terms and conditions are only valid if and insofar as they have been expressly agreed in writing between Trust-Financials and the client. Insofar as such deviations have not taken place, the provisions in these general terms and conditions remain fully applicable.
- The applicability of any purchase or other conditions of the client is expressly rejected unless Trust-Financials has explicitly accepted the general terms and conditions of the client in writing.
- These general terms and conditions also apply to staff and auxiliary persons of Trust-Financials, who work in the execution of the agreement, as well as to third parties, by whom Trust-Financials has the agreement executed in whole or in part.
- In the event of any contradiction between the English version and the Dutch version of these general terms and conditions, only the Dutch version shall serve as the basis for the explanation of the content of these general terms and conditions and the intentions of Trust-Financials.

### **Quotation and conclusion of agreement**

- If the client invites a candidate to come for an interview, the client agrees with the standard rates of Trust-Financials unless otherwise agreed in writing
- If Trust-Financials makes a statement in an offer of costs that its services or activities will entail in a particular case, this statement will be made without obligation, unless a period for acceptance is explicitly stated in or in connection with that offer.
- The offer is based exclusively on the information provided by the client for this purpose, whereby Trust-Financials may rely on the correctness and completeness thereof.
- The agreement between Trust-Financials and the client ('the assignment') is concluded, among other things, in one of the following ways and times:
  - if no order confirmation is sent, at the time when an offer made by Trust-Financials has been tacitly, orally or in writing accepted by the client;
  - if an order confirmation is sent, at the moment when Trust-Financials has received back the order confirmation sent to the client and signed by the client for approval;
  - at the moment at which Trust-Financials has started its services and/or work at the request of the client, even if the client has not (yet) confirmed the assignment to Trust-Financials in writing. Nevertheless, each of the parties is free to prove that the agreement was concluded in a different way and/or at a different time.
  - as soon as a candidate enters trust-financials

### **Required information and registration obligation**

-A: The Client is obliged to provide Trust-Financials in a timely manner with all information that Trust-Financials, in its opinion, needs for the correct execution of the assignment or of which the Client should know that it is required for the correct execution of the assignment.

The information must be provided by email or by telephone after which what will be confirmed by e-mail Trust-Financials'

B: The Client guarantees the correctness, completeness and reliability of all information provided to Trust-Financials'

- If the execution of the assignment is delayed because the client does not comply with its obligations or the information provided by the client is not correct, complete and reliable, the resulting (extra) costs and (extra) fee will be borne by the client.

- The Client must also inform Trust-Financials without delay of changes in information. In the absence of this, Trust-Financials cannot be held liable for damage caused on the basis of incorrect and/or changed information.



#### **Reimbursement and costs**

- Unless otherwise stated or accepted in writing by Trust-Financials, Trust-Financials will charge a fee for its services and/or activities as described in parts 2 and 3 of this subject of these general terms and conditions.
- The fee for work or services is a pre-agreed rate, laid down in the order confirmation, the quotation of Trust-Financials, or another way.
- Invoices and correspondence about the payment of invoices and the results of the work or services of Trust-Financials will be deemed to have reached the client if they have been sent to the client's address, as last communicated by the client to Trust-Financials. The Client is obliged to immediately inform Trust-Financials of changes to address details.
- If and insofar as the client after the introduction of the candidate selected by Trust-Financials and /or nominated to the client does not immediately inform Trust-Financials in writing (explained) that he already knows this candidate from its own network or otherwise (personally) and also does not immediately inform Trust-Financials in writing notice that this candidate has already been nominated to the client by another company (with simultaneous submission of supporting documents thereof), the client owes Trust-Financials the compensation for work or services performed by Trust-Financials, as referred to in these general terms and conditions.

#### **Execution of the assignment**

- Trust-Financials will make every effort to carry out the work to be performed under the assignment with the care of a good contractor. However, it is not responsible for achieving a particular result.
- In the event that proper execution of the assignment given to Trust-Financials entails that work is also carried out that initially did not belong to the assignment, the assignment is deemed to extend to these other activities and the resulting costs will be borne by the client.
- Trust-Financials undertakes to maintain the confidentiality of all details of which it becomes aware in connection with the execution of an assignment and of which it has been informed of the confidential nature or must be clear from the circumstances. This obligation of confidentiality does not apply insofar as Trust-Financials is obliged to breach the obligation of confidentiality on the basis of a legal obligation.

#### **Cancellation and early termination of assignments**

If the client cancels or terminates an assignment given to Trust-Financials prematurely, Trust-Financials is entitled to charge the client for the costs incurred for it and damage suffered by Trust-Financials, if and insofar as these costs and damage can no longer be undone by Trust-Financials.

#### **Payment**

- Unless otherwise agreed in writing, payment of the invoice from Trust-Financials must take place immediately on the start day of the candidate and as soon as the probationary period has been completed by deposit or transfer to the bank account stated by Trust-Financials on his invoice, without deduction and / or discount and without the client being entitled to set-off.
- In the event of non-payment within the stipulated period, the client is in default by operation of law, without any summons or notice of default being necessary and the client will owe interest equal to the statutory commercial interest as referred to in subject 6:120 paragraph 2 of the Dutch Civil Code, which interest is calculated from the fifteenth day after sending the invoice, at least from the moment of commencement of the client's default.
- If the client is in default, all invoices issued by Trust-Financials in the name of the client become due and payable, including any invoices still to be drawn up by Trust-Financials with regard to services performed and/or work performed in the current invoice period.
- All judicial and extrajudicial (collection) costs reasonably incurred by Trust-Financials in connection with the non-compliance or late fulfilment by the client of its payment obligations will be reimbursed by the client to Trust-Financials. The extrajudicial costs amount to at least 15% of the amount to be received, with a minimum of € 300, - and become due as soon as the claim has been handed over for collection.
- A payment made by the client to Trust-Financials is first made to pay the interest and costs and then to settle the oldest outstanding claim unless the client has explicitly indicated for the payment of which the payment is intended.
- If several clients have simultaneously and in conjunction with each other instructed Trust-Financials to provide services and/or perform work, or if Trust-Financials has simultaneously and in conjunction with each other made an offer to several persons or legal entities or at the same time and in conjunction with each other one or more assignments have been confirmed, all these clients, persons or legal entities vis-à-vis Trust-Financials are jointly and severally liable for the payment of the amount owed to Trust-Financials, both with regard to the services and/or activities for which the assignment, quotation or order confirmation has been given or issued, and with regard to services or work performed later.
- Only payments to Trust-Financials themselves are liberating. Payments to temporary workers or the provision of advances to temporary workers are prohibited and non-binding and can never provide grounds for debt settlement and set-off.
- Complaints about the invoice must be submitted in writing to Trust-Financials within 7 calendar days after the day of sending the invoice. If the client has not complained within this period, all his rights and claims for whatever reason will lapse with regard to what he has complained about or could have complained about within that period.
- The Client is not authorized to suspend its payment obligations due to complaints as referred to in the aforementioned part.
- In the event of negligence and late payment, Trust-Financials reserves the right to suspend its services or activities and to withdraw the hiring power, without observance of a notice period and without this leading to any liability on the part of Trust-Financials .
- All prices, fees and costs are exclusive of VAT.



#### **Liability**

- Trust-Financials is not liable for any damage, including trading loss, indirect damage, consequential damage, damage of third parties and all other damage that the client may suffer. The foregoing is exceptional in the event of self-intent or equivalent own gross negligence on the part of Trust-Financials.
- If and insofar as there is liability of Trust-Financials, such liability of Trust-Financials for damage of the client is limited to a maximum of the amount of the invoice value (or the compensation in question, if invoicing has not yet occurred), which has been done by Trust-Financials has been charged to the client for the performance of the work or services in which the cause of the damage lies, on the understanding that only the amount of the invoice value that relates to the last six months in which those activities/services have been performed for the client are taken into account. However, any compensation owed by Trust-Financials to the client will never exceed the amount for which the liability of Trust-Financials is covered by insurance, where applicable. The foregoing is exceptional in the event of self-intent or equivalent gross negligence of Trust-Financials 'Part A'.
- Trust-Financials is not liable for damage caused by the client's failure to comply with its information obligation arising from Part A or because the information provided by the client does not comply with what it has received pursuant to Part B from 'Required information and registration obligation'. unless this damage is partly caused by intent or equivalent gross negligence of Trust-Financials.
- Trust-Financials is furthermore not liable for damage caused by acts or omissions of third parties involved by the client in the execution of the assignment unless that damage is partly caused by own intent or equivalent own gross negligence of Trust-Financials.
- Trust-Financials is always authorized to limit or undo the damage of the client as much as possible, to which the client will provide all cooperation.
- The Client indemnifies Trust-Financials against claims from third parties in respect of damage, which is related to or arising from the assignment carried out by Trust-Financials, if and insofar as Trust-Financials is not liable to the Client for this under the provisions of this subject.

#### **Non-discrimination**

Every candidate or (potential) candidate has equal opportunities to work at Trust-Financials, regardless of age, sex, marital status, sexual orientation, life or religious beliefs, political choice, race, ethnic origin or nationality, all this without prejudice to the objective and real job requirements and provided that the candidate or (potential) hiring force meets the assignment in principle.

#### **Alterations**

- Trust-Financials is always entitled to change these general terms and conditions.
- If a client indicates in a timely and motivated manner that he/she does not agree with the change to the general terms and conditions, the relationship between him and Trust-Financials will continue to be governed by those conditions that were already applicable prior to the amendment of the general terms and conditions.
- These general terms and conditions will, if once provided to the client, also apply to new assignments from the client to Trust-Financials. Renewed distribution is then not necessary, unless the general terms and conditions have thus changed compared to the previously applicable general terms and conditions.

#### **Own staff Trust-Financials**

In order to protect the continuity of the services and activities of Trust-Financials, the Client will forfeit to Trust-Financials an immediately due and payable penalty of € 30,000 (in words: thirty thousand euros) and also of € 1,000 (in words: one thousand euros) for each day that the Client is in violation, if the Client does not have written approval from Trust-Financials employees of Trust-Financials, other than temporary workers or seconded workers, employ, without prejudice to Trust-Financials' right to full compensation. The Client is in default by operation of law due to the mere violation or non-compliance with the above, without summons or any other formality being necessary and without damage having to be demonstrated.

#### **Expiry period**

If the Client is or remains of the opinion that Trust-Financials has not carried out the assignment in a timely, complete or proper manner, the Client is obliged to make this known to Trust-Financials in writing without delay and the claims based on it within one year after the date of the aforementioned notification, or within one year, after that notification should have been made, in the absence of which all his rights and claims in this respect lapse by the expiry of the aforementioned period.

#### **Applicable law and disputes**

- All legal relationships between Trust-Financials and the client, including the agreements concluded between them, are governed by Dutch law.
- All disputes arising from or related to the agreements concluded between the parties and these terms and conditions and legal relationships arising between the parties will in the first instance be exclusively adjudicated by the competent court in the district of Amsterdam.



## **Recruitment and selection work by Trust-Financials.**

### **Execution of the assignment**

- Trust-Financials will record the relevant vacancy of the client in the form of a job description, quotation or in order confirmation in writing. An e-mail or hardcopy job description from the client to Trust-Financials also counts as a legally valid record of the assignment.
- If the parties make agreements about the time within which an assignment will be completed, these agreements must be considered indicative. Trust-Financials does not accept any liability in this respect.
- The client is responsible for his final choice of candidate.
- Trust-Financials will not actively recruit or headhunt staff from her clients. If your employees come to us themselves we may help them out.

### **Reimbursement and costs**

The Client owes the agreed fee to Trust-Financials as soon as the Client enters into an employment contract of any kind with the candidate, directly for himself and/or through or for or through third parties. The fee is due when signing the employment contract, or at the moment that the candidate is going to perform the work for the client or third parties. If no compensation has been agreed, the compensation is 24%\* calculated on the agreed annual salary including all fixed emoluments. For preferred suppliers, custom appointments are made.

### **Invoicing**

Trust-Financials invoices in 2 installments. 50% on the candidate's start date and 50% on the probationary period. In the unlikely event that the candidate does not complete the established probationary period positively (be it because the candidate decides to quit or by choice of the client), Trust-Financials uses a "probationary period guarantee" Probationary period guarantee means that Trust-Financials has an obligation to make an effort to find an equally suitable candidate for whom in this case only 50% of the rate will be charged. Trust-Financials will treat this as a priority in its work.

### **Liability**

- Trust-Financials assumes that information and data that the candidate has provided about himself or that has been obtained from referees about the candidate are correct. If the candidate has answered questions about his employment history incorrectly and/or has concealed important information for the client, Trust-Financials is not liable for damage to the client, unless that damage is partly caused by its own intent or equivalent own gross negligence on the part of Trust-Financials.
- Trust-Financials is not liable for damage that may arise because a candidate does not appear to meet the requirements set by the client, unless that damage is partly caused by own intent or equivalent own gross negligence on the part of Trust-Financials.
- The Client is obliged to exempt the candidate nominated by Trust-Financials, who in his opinion does not meet the requirements set by him, from work. The non-exemption of work provides evidence with the exclusion of proof to the contrary within the meaning of subject 7:900 paragraph 3 of the Dutch Civil Code that the candidate nominated by Trust-Financials meets the requirements set by the client.
- Trust-Financials can never be held liable for damage and/or losses – including consequential damage – as a result of acts and/or omissions of a candidate offered by Trust-Financials in the context of an assignment or introduction with whom the client directly for himself and/or through third parties or for or via third parties, (partly) as a result of the execution of the assignment by Trust-Financials, has entered into an employment relationship of any kind.

### **Protection of personal data Candidates**

- To the extent that data or information provided by Trust-Financials to the Client are personal data of Candidates, Trust-Financials will be responsible for the processing of such personal data and will be responsible for ensuring that in accordance with the applicable Privacy Legislation it has provided all necessary fair processing information to Candidates and has taken appropriate measures to ensure that it has to legitimize disclosure of such personal data to the Client.
- The parties acknowledge that the Client will also be responsible for the processing of the personal data provided by Trust-Financials to the Client pursuant to the agreement and accordingly, the Client will: (i) comply with all its legal obligations under the Privacy Legislation arising in connection with the processing by it of such personal data; and (ii) only process such personal data for the purposes that are compatible. decide whether Candidates should be offered a permanent appointment (except to the extent that the Client has legitimised the processing by him of such personal data for another purpose, by obtaining the consent of the candidate or by using an alternative method to legitimise such processing in accordance with the Privacy Legislation and has provided fair processing information to the candidate in relation to this purpose).
- Each party shall deal with all reasonable and relevant questions from another party regarding the processing of personal data in the context of the agreement immediately and in good faith.
- Each party, if it receives a communication or request from a regulatory authority, candidate or third party related to the processing of personal data by the other party under the agreement (including an actual or alleged breach of the Privacy Legislation), forward this communication to the other party without undue delay and the other party provides reasonable cooperation and assistance in relation to it.
- "Privacy Legislation" in this clause means: (a) the legislation in force from time to time in the Netherlands that implements Directive 95/46/EC and Directive 2002/8/EC; and (b) only from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'General Data Protection Regulation'); and (c) any other legislation in force from time to time in the Netherlands with respect to privacy and/or the processing of personal data (and "personal data" shall have the meaning given to it in such Privacy Legislation).