

General Terms and Conditions Spargle B.V. 2012

This document sets forth the text of the General Terms and Conditions (the "General Terms") applicable to all applications, offers, orders and agreements between Spargle and its principals. Spargle can provide two basic types of service to fill our clients personnel needs: permanent and temporary.

A. Recruitment and Selection - appointed directly by the principal

Article A1: Scope

- a. A recruitment and selection order for direct appointment is an order whereby Spargle selects one or more candidates it deems suitable for appointment by the principal and introduces these to the principal orally or in writing. Such an order will be deemed to have been successfully fulfilled if and as soon as the principal appoints a candidate introduced by Spargle.
- b. 'Appointment' will be deemed to include any similar type of practical assignment of a candidate introduced by Spargle (e.g. as a contractor, partner, on secondment etc.), directly or via a third party, at the principal's location or elsewhere, by the principal and/or by an enterprise affiliated to its organisation.
- c. The 'successful fulfilment' of a recruitment and selection order will also be deemed to include a situation in which a principal or an enterprise affiliated thereto appoints or otherwise employs a candidate introduced to the principal by Spargle within twelve months of that introduction, after the withdrawal of the order or otherwise, via third parties or otherwise, in any manner and in any position.
- d. Unless the principal has made an explicit, written and prior reservation, the fee will also be payable if the principal appears to be already acquainted with the candidate introduced by Spargle.

Article A2: Fee

- a. In the event of the successful fulfilment of a recruitment and selection order, Spargle will charge the principal a fee of 20% of the candidate's pre-tax annual salary, plus the VAT payable over that sum.
- b. The pre-tax annual salary is the annual salary including all benefits which the candidate nominated by Spargle will be earning after appointment. In this connection, the term 'benefits' will be deemed to be: holiday allowance, a thirteenth month, any kind of bonus or commission, company car (fixed at 15% of the catalogue value), costs, expenses and all payments, management fees and employee benefits which can be quantified as such.
- c. This annual salary will be based on a full working week (fixed at 40 hours a week) and a full year, even if the candidate is appointed in a position for less than 40 hours a week and/or for less than twelve months. In the case that a principal can prove that the company has a full working week of less than 40 hours (but never lower than 36 hours), the fee will be based on that amount. If "ADV" is applicable, the fee is based on the full working week with ADV hours added.
- d. In a case as meant in article A1b. and/or in case the pre-tax annual salary is hard to determine (for example because of the predominance of bonuses or commissions), the fee will be based on the market value of the candidate, as determined by Spargle.

Article A3: Other costs

Aside from the fee for a successful fulfilment, the principal is not required to pay Spargle any costs for the execution of the agreement, unless Spargle and the principal have made explicit agreements to the contrary.

Article A4: Obligatory information

The principal is required to provide Spargle with accurate job description, tasks and data on the pre-tax annual salary.

Article A5: Responsibility

Spargle is required to invest its best efforts in recruiting and selecting suitable candidates for appointment by the principal within the framework of an order. The principal is responsible for deciding whether to conclude an employment contract with a candidate selected by Spargle and on the contents of that employment contract, the remuneration and the terms of employment. Spargle accepts no responsibility whatsoever for any shortcomings in and/or damage caused by a candidate nominated by Spargle.

Article A6: Confidentiality

The principal is not permitted to divulge data on a candidate introduced by Spargle to a third party without obtaining Spargle's prior written permission. In the event of the breach of this article, the principal will forfeit an immediately payable penalty of €25,000 per breach in favour of Spargle, without prejudice to Spargle's right to claim full compensation of damage.

Article A7: Invoicing and payment

- a. Spargle will invoice the principal for the fee 14 (fourteen) days before the date of appointment and/or the date on which the candidate selected by Spargle commences work.
- b. The invoice despatched by Spargle must be settled within 30 days of the invoice date. The principal is not authorised to set off any debts or to suspend any payment vis-à-vis Spargle. If the principal fails to settle the invoice in full within the aforementioned period, it will be in default without requiring any further notice of default.

Article A8: Guarantee clause

- a. If a candidate nominated by Spargle has left the principal's employ within one month of appointment, Spargle will do its utmost to recruit and select a new candidate for the same position for a comparable salary as that for which the First candidate was appointed by the principal, but once only and provided that the principal has complied with all its payment obligations vis-à-vis Spargle. In that event, the procedure prescribed in the original order confirmation will start up again.
- b. If the principal wishes to take advantage of the guarantee clause, it must notify Spargle of that fact in writing within 14 (fourteen) days of the termination of the employment contract with the first candidate, in the absence of which the principal will be unable or no longer able to invoke the provisions of this article.
- c. If Spargle is unable to recruit and select a new candidate for appointment by the principal within three months of the termination of the employment contract with the first candidate, it will reimburse the principal for 50% of the fee paid by the principal (i.e. after the deduction of any other costs). Spargle will not reimburse this fee if the principal has filled the position held by the first candidate (itself or via third parties) within the guarantee period. In the event of reimbursement, Spargle will send the principal a credit note and will pay out the outstanding sum within thirty days.

d. If the principal appoints the candidate introduced by Spargle within the framework of this guarantee clause, if Spargle repays 50% of the fee or if the principal has otherwise filled the position held by the first candidate (itself or via third parties) within the guarantee period, Spargle will have been discharged of its obligations under the terms of the guarantee clause.

Article A9: The completion of the order

An order for recruitment and selection will at any rate be deemed to have been completed as a result of the successful fulfilment of the order, as a result of the cancellation of the order by Spargle or the principal and - if the parties had agreed on a certain period - as a result of the lapse of that period. The completion of an order will not prejudice the principal's obligations vis-à-vis Spargle in connection with the candidates whom Spargle had introduced to the principal.

Article A10: Jurisdiction and disputes

The agreement and the order, the application and Spargle's quotation will be completely subject to the laws of The Netherlands. The parties hereby explicitly rule out the applicability of any terms and conditions invoked by the principal at any time, unless they agree to derogate therefrom explicitly and in writing. In the event of any disputes, and if the parties are unable to reach agreement, either party will be at liberty to apply to the civil court with jurisdiction. The District Court of Hilversum will at any rate have jurisdiction to adjudicate on such disputes.