

GENERAL TERMS AND CONDITIONS OF InSync Jobs B.V.

Article 1. Definitions

In these General Terms and Conditions, the following definitions are used:

InSync Jobs: InSync Jobs B.V., established by its articles of association and with offices in (1073 TM) Amsterdam, at Van Ostadestraat 197H, Kamer van Koophandel number: 82338000:

Candidate: any natural or legal person nominated/proposed by or via InSync Jobs to the Client for filling a (possible) vacancy.

Client: a natural or legal person who gives an assignment to InSync Jobs, or at least enters into a collaboration with InSync Jobs.

Assignment: the written order confirmation from InSync Jobs to the Client, on the basis of which InSync Jobs provides services to the Client.

Fee: the remuneration that the Client owes to InSync Jobs in connection with the Assignment.

Article 2. Applicability of the General Terms and Conditions

2.1. These general terms and conditions apply to and form part of all offers and quotations from InSync Jobs and the Assignment between InSync Jobs and the Client, with the exclusion of the general terms and conditions of the Client.

2.2. Deviations from these general terms and conditions are only valid insofar as these have been confirmed by InSync Jobs in writing. Such deviations only apply to the case in question and no rights can be derived from them with regard to legal relationships entered into at a later time. "In writing" in these general terms and conditions and the order confirmation means by post and by e-mail.

2.3. The applicability of any other general terms and conditions, which may be used by the Client or to which the Client may refer, is hereby expressly rejected.

2.4. These general terms and conditions also apply to all subsequent Assignments between InSync Jobs and the Client.

Article 3. Non-binding quotations and creation of the Assignment

3.1. All quotations and cost statements from InSync Jobs are entirely without obligation, unless expressly stated otherwise in an individually addressed and written quotation.

3.2. An Assignment between InSync Jobs and the Client is created as soon as the Client has confirmed the assignment confirmation letter from InSync Jobs in writing.

3.3. Oral commitments only bind InSync Jobs after these have been confirmed by InSync Jobs in writing.

Article 4. Duration and termination of the Assignment

4.1. Unless otherwise agreed in writing, the assignment is entered into for a fixed period with the duration of one year. The Parties are entitled to cancel the agreement in writing at the end of the term with consideration of a period of notice of one month.

4.2. If InSync Jobs and the Client have agreed to an Assignment for an indefinite duration, either of the parties may cancel the agreement in writing with consideration of a reasonable period of notice, being at least a period of one month. The Client always owes the administration costs, even if the Client terminates the Assignment for an indefinite period of time soon after the Assignment.

4.3. InSync Jobs and/or the Client each have the right to dissolve the Assignment immediately, without further notice of default being required, only if the other party: a) is declared bankrupt, b) is granted (provisional) suspension of payment, c) goes into debt restructuring, or d) otherwise loses control over its assets.

Article 5. Payment

5.1. Payment must be made within 14 days of the invoice date by transferring the amount to InSync Jobs's bank account stated on the invoice.

5.2. In the event that the Client is in default, InSync Jobs has the right to charge the Client in full for both the judicial and extrajudicial costs (including attorneys' fees) relating to the collection of its claim and recovery thereof from the Client.

5.3. In the event that the Client has comments or complaints about the content of the invoice or its amount, the Client has the option to submit those comments or complaints to InSync Jobs in writing and with justification within 14 days of the date of dispatch. After the expiry of the period of 14 days, these comments or complaints will no longer be processed and this right of the Client will have lapsed within the meaning of Article 6:89 of the Dutch Civil Code.

Article 6. Fee

Unless otherwise agreed in writing between InSync Jobs and Client, the amount of the Fee in the subsequent Assignment (s) is equal to the Fee agreed between InSync Jobs and the Client in the Assignment previously concluded between them.

Article 7. Other obligations of the Client

7.1. The Client is obliged to provide InSync Jobs with all facts and circumstances that may be important for the correct execution of the Assignment, as well as all data and information requested by InSync Jobs, in a timely and complete manner. The Client warrants the accuracy and completeness of all data and information provided to InSync Jobs.

7.2. The Client undertakes to notify InSync Jobs of this in writing as soon as possible, at the latest within seven calendar days after the agreement of a collaboration, employment or another type of contract with the Candidate, irrespective of the effective date of the agreement with the Candidate. The notification must consist of the following data: - date of commencement of collaboration/employment- initials, surname and address of the Candidate - invoice details of the Client.

7.3. The Client is obliged to have the Candidate perform work with due observance of what is stated in or pursuant to the Working Conditions Act. The Client is also obliged to take such measures and provide such instructions as are reasonably necessary to prevent the Candidate from suffering damage in the performance of his duties. The Client is familiar with the liability as referred to in Article 7:658 of the Dutch Civil Code (employer's liability/occupational accidents) and will do everything possible to prevent such liability. The Client indemnifies InSync Jobs against any claims under Article 7:658 of the Dutch Civil Code.

7.4. The Client warrants that the working hours and work times of the Candidate meet the legal and other governmental requirements.

Article 8. Early termination of employment contract and goodwill scheme

If the agreement between the Candidate and the Client is cancelled/terminated by the Candidate before the start of the term of the agreement, the Assignment will be considered unfinished, and InSync Jobs will still ensure the execution of the Assignment at no additional cost to the Client - with the exception of administrative costs - provided that:

(a) the Client informs InSync Jobs of this in writing within 5 days after cancellation by the Candidate;

(b) the essential characteristics of the function have not changed;

(c) the Client has paid all amounts invoiced by InSync Jobs in full and has fulfilled all its obligations under the Assignment and these General Terms and Conditions vis-à-vis InSync Jobs.

Article 9. Responsibility and liability

9.1. InSync Jobs warrants proper execution of the assignment in accordance with the agreements and procedures laid down in writing in the Assignment. However, InSync Jobs is not responsible for information and data provided by the Client in the context of the assignment.

9.2. InSync Jobs endeavours to find a suitable Candidate for the Client but cannot guarantee the result. The Client is obliged to verify the references of the Candidate (including the verification of diplomas earned and the like) itself. The Client ultimately decides for itself whether the Candidate selected by InSync Jobs is suitable.

9.3. The liability of InSync Jobs is limited to the amount of damage equal to the amount owed to InSync Jobs by the Client pursuant to the Assignment. InSync Jobs cannot be held liable by the Client for property damage, loss of turnover and/or loss of profit.

9.4. The Client has the right to hold InSync Jobs liable in writing within a period of 14 days after the event causing the damage has occurred. After the expiry of the period of 14 days, this right of the Client will have lapsed within the meaning of Article 6:89 of the Dutch Civil Code.

9.5. InSync Jobs is not liable to the Client for damage and/or losses that the Candidate inflicts on the Client or third parties. The Client indemnifies InSync Jobs against any claims from third parties.

Article 10. Confidentiality

InSync Jobs and the Client undertake to maintain strict confidentiality vis-à-vis all third parties, of all that which comes to their attention in the context of the Assignment. InSync Jobs and the Client will ensure that their employees and representatives observe the same confidentiality. InSync Jobs and the Client are not obliged to secrecy of information which the parties know, or should reasonably know, is intended to be publicly disseminated, nor are parties obliged to secrecy if disclosure of information is required on the basis of a legal regulation.

Article 11. Penalty clause

If the Client fails to comply with the provisions of Articles: 7.2, 10 and 12.3, first and second sentences, of these General Terms and Conditions, the Client forfeits to InSync Jobs, without notice of default being required, an immediately due and payable penalty of €7,000.00 for each violation and €1,000.00 per day or part of the day that the violation continues, with a maximum penalty of €30,000.00. In addition, InSync Jobs has the right to claim damage compensation. This penalty provision remains in force between InSync Jobs and the Client until no later than 2 years after termination of the Assignment.

Article 12. Privacy and changes

12.1. InSync Jobs reserves the right to make changes to the applications of the Website if this is desirable for the functioning of the Website. InSync Jobs is also entitled to (temporarily) take its Website out of use or to restrict its use if this is necessary for the maintenance of the Website or the modification thereof, without this giving rise to any right of the Client against InSync Jobs for damage compensation. InSync Jobs may refuse placement of CVs, vacancies, company presentations and/or other forms of expression on the Website by the Client and/or may remove them from the Website without incurring any liability for this.

12.2. The Client and InSync Jobs shall always comply with the latest privacy legislation. This means, among other things, that the Client and InSync Jobs will only use the data of the Candidates for the purpose for which they were provided by the Candidates and will not retain the data for longer than necessary for the intended purpose. The Client undertakes to maintain strict confidentiality over the Candidates' data provided by InSync Jobs and ensures that its personnel also observe this confidentiality. The Client shall ensure appropriate security of the data provided, so that they are protected against unauthorized or unlawful processing. The Client indemnifies InSync Jobs from any possible claim of a Candidate on the basis of breach of the General Data Protection Regulation (GDPR) by the Client.

12.3. The Client is not permitted to use received profiles of Candidates for purposes other than its own use. The Client may not provide data on Candidates to third parties in any way without the consent of InSync Jobs, unless this is necessary to implement the agreement with the Candidate or the Client has received express consent for this from the Candidate and InSync Jobs. If a Client introduces a Candidate introduced by InSync Jobs or via the Website to another person, company or institution within 12 months of the introduction of the Candidate, which results in a contractual relationship between this third party and the Candidate, the Client shall have the same obligations towards InSync Jobs as if it had entered into a collaboration with the Candidate itself.

Article 13. Intellectual property and right of use

13.1. The Client warrants that the material supplied by the Client and the instructions given by the Client will not lead to any problem in the area of intellectual property and the GDPR. Furthermore, the Client warrants that all data subjects within the Client's organization have given permission for the use of their data and image material and for that data to be disclosed to third parties for the material to be produced by InSync Jobs, including advertisements, photos and videos. If the Client does not supply public domain material, the Client is liable for this. The Client indemnifies InSync Jobs against claims from third parties in this regard.

13.2. All intellectual property rights based on the proposals to be made and work done by InSync Jobs on behalf of the Client, including advertisements, photos and videos, belong to and remain with InSync Jobs. The use within the company of the Client and duplication by the Client of what is produced by InSync Jobs is only permitted within the limits of the purpose of the Assignment.

13.3. InSync Jobs has the right to use the material produced on Assignment, including advertisements, photos and videos, for its own marketing purposes.

13.4. The Client has the right to use what has been produced by InSync Jobs, including advertisements, videos and photos, for a period of two years from the time of final delivery of what has been produced in the context of the Assignment. The Client is only entitled to change the productions, including advertisements, photos and videos, with the prior written consent of InSync Jobs. After the period of two years, the Client will remove what was produced by InSync Jobs from the internet as well as other public media sources to which third parties have access.

Article 14. Other

14.1. The Client is not entitled to set-off, suspension, dissolution (except pursuant to Article 4.3 of the general terms and conditions) and/or destruction.

14.2. If the Client is in default of the correct and/or timely fulfilment of one or more of its obligations, the obligations of InSync Jobs to fulfil its own obligations under the Assignment are automatically and immediately suspended until the Client has paid in full what it owes.

14.3. Dutch law applies to these general terms and conditions and to the Assignment.

14.4. The court of Amsterdam is primarily competent to hear disputes arising from and/or related to the Assignment and/or the General Terms and Conditions.