

General Terms and Conditions of Resolvo Engineering B.V.

Article 1. Definitions

- 1.1. In these general terms and conditions, the following capitalised terms are defined as below, unless explicitly stated otherwise or the context indicates otherwise:
- Employment Contract: The employment contract between the Client or a company affiliated with the Client and the Candidate or any other agreement on the basis of which the Candidate will carry out work for the Client or a company affiliated with the Client, such as a contract for services;
 - Fee: The amount the Client owes Resolvo Engineering in connection with the successful mediation;
 - Candidate: A natural person selected by Resolvo Engineering who Resolvo Engineering deems suitable to be employed by the Client;
 - Client: The company or organisation to whom Resolvo Engineering presents a Candidate or who has concluded or wishes to conclude an Agreement with Resolvo Engineering;
 - Agreement: The agreement between the Parties;
 - Understanding: The understanding between the Candidate and the Client or a company affiliated with the Client on entering into an Employment Contract;
 - Parties: Resolvo Engineering and the Client;
 - Resolvo Engineering: The user of these general terms and conditions: Resolvo Engineering B.V., established at Blaak 555 in Rotterdam, registered with the Chamber of Commerce under Chamber of Commerce number: 93608292.
 - In Writing/Written: In writing or via email.
- 1.2. Unless the context dictates otherwise, terms defined in the singular also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions apply to every offer from Resolvo Engineering, to all Agreements and to all other legal acts between the Parties.
- 2.2. Any stipulations varying from these general terms and conditions are valid only if they have been explicitly agreed In Writing.
- 2.3. Once these general terms and conditions have applied to a legal relationship between the Parties, the Client is deemed to have agreed in advance to the applicability of these general terms and conditions to subsequent legal relationships between the Parties and to future Agreements.
- 2.4. The applicability of any purchase or other terms and conditions of the Client is explicitly excluded.
- 2.5. If contrary to the provisions of Article 2.4, the purchase or other conditions of the Client also apply to the Agreement and the purchase or other conditions of the Client and these general terms and conditions of Resolvo Engineering contain a deviating or contradictory provision, the provision included in these general terms and conditions of Resolvo Engineering will prevail.
- 2.6. If these general terms and conditions contain one or more articles that are not valid or are declared not applicable, this will not affect the validity of other articles of these general terms and conditions. Resolvo Engineering will replace article that is not valid or is declared not applicable with an article that reflects the content of the article that is not valid or not applicable to the greatest possible extent.
- 2.7. If Resolvo Engineering does not demand strict compliance with these general terms and conditions at all times, it does not automatically mean the provisions detailed therein no longer apply, or that Resolvo Engineering would lose the right to demand strict compliance with these general terms and conditions in other cases.
- 2.8. Resolvo Engineering is entitled to change these general terms and conditions. The version of the general terms and conditions that applied at the time of the conclusion of the Agreement is always applicable.

Article 3. Offer and rates

- 3.1. These general terms and conditions apply to all (requests for) quotations, offers and agreements regarding the provision of services by Resolvo Engineering B.V., pursuant to the contract for services, more specifically the mediation agreement, with its other party (hereinafter referred to as the Client) and furthermore, to all legal relationships arising from those agreements, as well as to all extra-contractual relationships between parties, unlawful acts in particular.
- 3.2. Obvious errors or mistakes in order confirmations, Agreements or email messages from Resolvo Engineering do not bind Resolvo Engineering.
- 3.3. Resolvo Engineering has the right to adjust its rates from time to time. Therefore, the quoted rates do not automatically apply to future Agreements.

Article 4. Conclusion of the Agreement

- 4.1. The Agreement is concluded when the Client has reached an Understanding with a candidate presented by Resolvo Engineering B.V. or by Resolvo Engineering B.V.'s acceptance of the Client's service contract, or by the Client's acceptance of Resolvo Engineering B.V.'s service offer. 'Service offer' means the Introduction of a Candidate by Resolvo Engineering B.V. to the Client, or the request from the Client to Resolvo Engineering B.V. to introduce a Candidate.
- 4.2. The Agreement is executed by Resolvo Engineering B.V. on a no cure no pay basis. This means that the Client only owes Resolvo Engineering B.V. a fee within the meaning of Article 7 if the Client and a Candidate proposed by Resolvo Engineering B.V. have reached an Understanding.

Article 5. Performance of the Agreement

- 5.1. Resolvo Engineering will perform the Agreement to the best of its knowledge and ability and in accordance with high standards.
- 5.2. Resolvo Engineering has the right to engage third parties in the performance of the Agreement, without notifying the Client, to purchase services from third parties and to have the Agreement performed in whole or in part by third parties.
- 5.3. Changes to the Agreement are only valid if the changes have been confirmed In Writing by both Parties.
- 5.4. Resolvo Engineering has a best-efforts obligation and no obligation of result. Resolvo Engineering will make every effort to find a suitable Candidate and maintain a high level of service provision and integrity, yet does not provide any guarantee with regard to the suitability of a recommended Candidate.

Article 6. Responsibilities and obligations of the Client

- 6.1. The Client ensures that all data and equipment, of which Resolvo Engineering indicates that they are required or with regard to which the Client can reasonably understand that they are required for the performance of the Agreement, must be made available to Resolvo Engineering correctly, completely, in a timely fashion and free of charge.
- 6.2. The Client will guarantee that the information he provides is correct, complete and reliable.

- 6.3. If the information provided by the Client is incomplete and/or incorrect, this is entirely at the expense and risk of the Client.
- 6.4. The Client must refrain from conduct that makes it impossible for Resolvo Engineering to perform the Agreement properly.
- 6.5. The Client is obliged to immediately notify Resolvo Engineering of any facts and circumstances that may be of significance in connection with the performance of the Agreement.
- 6.6. The Client is responsible for the decision to enter into an Employment Contract with a Candidate, as well as for the content of the Employment Contract, the remuneration and the working conditions.
- 6.7. The Client is responsible for checking the accuracy of the Candidate's data, diplomas, work permit, etc.
- 6.8. If the Client does not properly or timely fulfil its obligations towards Resolvo Engineering arising from these general terms and conditions, the Agreement or the law, or acts unlawfully towards Resolvo Engineering, the Client must pay all damage that Resolvo Engineering suffers as a result and all additional costs that Resolvo Engineering must therefore incur. Damage includes loss of income.

Article 7. Understanding, Fee and penalty

- 7.1. Immediately after an Understanding has been reached and this Understanding is reached within one year of Resolvo Engineering presenting the Candidate to the Client, the Client is obliged to inform Resolvo Engineering thereof by email within five working days after the Understanding. The Client must provide the terms and conditions of the Employment Contract with this notification.
- 7.2. As soon as an Understanding has been reached within one year of Resolvo Engineering presenting the Candidate to the Client, the Client must pay Resolvo Engineering the Fee. The amount of the Fee depends on the gross annual salary of the Candidate for the first year of the Employment Contract.
- 7.3. The stated Fee is exclusive of VAT. When the Client and a Candidate reach an Understanding, the Client owes Resolvo Engineering a fee on the Gross Annual Salary of the Candidate in question, in accordance with the rates described in Article 7.3, whereby a minimum fee of an amount of €15,000 applies.
The Fee:

Gross annual salary	Fee
€ 0 to € 60,000	€ 15,000
€ 60,000 to € 75,000	25%
€ 75,000 to € 100,000	27.5%
From € 100,000 (executive search)	30%

- 7.4. The gross annual salary is defined as the salary for one year based on a 40-hour working week, thirteenth month, holiday pay, expense allowances, such as travel expenses and moving expenses, and other benefits to which the Candidate is entitled under the Employment Contract. If a vehicle is made available to the Candidate, this is equated with €9,000 and this amount must also be included in determining the gross annual salary.
- 7.5. If the Client does not comply with the obligation included in Article 7.1 or does not comply in time:
 - a. Article 8 does not apply; and
 - b. The Client immediately owes Resolvo Engineering a penalty of €10,000 without notice of default. The penalty is payable in addition to the Fee the Client must pay Resolvo Engineering.
- 7.6. If the Client has not informed Resolvo Engineering of the Employment Contract and of agreements regarding wages within five working days of Resolvo Engineering requesting it, Resolvo Engineering has the right to calculate the Fee on the basis of the information known to Resolvo Engineering or to charge the Client a fixed fee of €35,000.
- 7.7. The Fee is payable regardless of the position/vacancy to be filled by the Candidate and regardless of which party takes the initiative for entering into the Employment Contract.
- 7.8. The Fee is also payable if the Candidate has already been introduced to the Client by a third party or if the Candidate is already known to the Client.

Article 8. Leniency arrangement

- 8.1. If the Employment Contract is terminated during the trial period, the Client must notify Resolvo Engineering within five working days of the end of the Employment Contract. In such a case, Resolvo Engineering will make every effort to find a new Candidate for which single effort no charges are payable. This concerns a best-efforts obligation, not an obligation of result. If Resolvo Engineering cannot find a new Candidate, which has led to an Understanding, 50% of the Fee will be credited and refunded to the Client.
- 8.2. The period referred to in Article 8.1, first sentence, is an expiry period. If the Client does not notify the end of the Employment Contract in a timely manner, the leniency arrangement as described in Article 8.1 will be cancelled.
- 8.3. The end of the Employment Contract does not give the Client the right to suspend payment of the Fee and to settle the amount due.

Article 9. Invoicing and payment

- 9.1. The Fee will be invoiced immediately after the Parties have reached an Understanding.
- 9.2. Invoices are sent via email.
- 9.3. Payment must be made within 14 days of the invoice date.
- 9.4. If the Client does not pay the invoice in time:
 - a. The Client is in default and Resolvo Engineering has the right to charge the Client default interest of 2% per month, whereby part of a month is counted as a whole month, or the applicable statutory interest for commercial transactions if that may be higher than the aforementioned percentage, to be calculated from the due date up to and including the day of payment;
 - b. The leniency arrangement described in Article 8 will be cancelled;
 - c. All outstanding invoices are immediately due and payable.
- 9.5. All judicial and extrajudicial costs incurred by Resolvo Engineering to collect claims against the Client will be borne by the Client. The extrajudicial collection costs are set at 15% of the amount owed, subject to a minimum of €150.
- 9.6. Any payments made by the Client will first be applied to settle all interest and costs payable and secondly to settle invoices due that have been outstanding longest, regardless of the Client stating that the payment relates to a more recent invoice.

- 9.7. If the Client's company is liquidated, if the Client files a winding-up petition, applies for a moratorium or if goods of the Client are seized, Resolvo Engineering's claims on the Client are immediately due and payable.
- 9.8. Complaints about an invoice must be submitted to Resolvo Engineering In Writing within calendar five days of the invoice date, under penalty of forfeiture of rights. Complaints about an invoice do not suspend the Client's obligation to pay.

Article 10. Liability and limitation period

- 10.1. Resolvo Engineering is not obliged to pay any compensation as a result of damage which is the direct or indirect result of:
- An event which is in fact beyond its control and therefore cannot be attributed to its acts and/or omissions, see also Article 13;
 - Any act or omission by the Client, or its subordinates and/or other persons, deployed by or on behalf of the Client.
- 10.2. Resolvo Engineering B.V. is never liable for damage caused by a Candidate. The Client must check whether the Candidate is suitable for the position, has the required experience and has any necessary diplomas, (work) permits, Declaration of Independent Contractor Status and/or other requested documents/certificates. A copy of the diploma and reference check can be made after written request, subject to the conditions stated in Article 2.2. The Client indemnifies Resolvo Engineering against all claims in this respect.
- 10.3. By its nature, Resolvo Engineering's services are results-oriented, but results cannot be guaranteed. Resolvo Engineering is not liable for results not achieved.
- 10.4. Resolvo Engineering does not guarantee the accuracy of the information provided by the Candidate. Resolvo Engineering is therefore not liable if it appears that the Candidate has provided incorrect and/or incomplete information to the Client and/or Resolvo Engineering.
- 10.5. Resolvo Engineering is not liable if, for whatever reason, the Candidate fails to fulfil his obligations arising from the Employment Contract or terminates the Employment Contract prematurely.
- 10.6. Resolvo Engineering is not liable for shortcomings and/or damage caused by the Candidate. Resolvo Engineering is never a party to the agreement between the Client and a Candidate.
- 10.7. Resolvo Engineering is never liable for indirect damage, including consequential damage, lost profit, loss of turnover, missed savings, labour costs, trading loss, damage due to delays, reputational damage, imposed fines and other government sanctions and damage due to business interruptions.
- 10.8. If Resolvo Engineering is liable for any damage, its liability is limited to the amount of the payment made by Resolvo Engineering's insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, then Resolvo Engineering's liability is limited to the Fee for the services of Resolvo Engineering to which the liability relates, subject to a maximum of €10,000.
- 10.9. Resolvo Engineering will only be liable if the Client has given Resolvo Engineering proper and timely notice of default in writing, setting a reasonable period for remedying the failure, and Resolvo Engineering continues to fail imputably in the fulfilment of its obligations after that period. Proof of default must contain a detailed description of the shortcoming to enable Resolvo Engineering to respond adequately. The Client must at all times give Resolvo Engineering the opportunity to carry out repair work and limit or reverse damage.
- 10.10. Any claim by the Client for compensation will lapse six months after the performance of the work to which the claim relates.
- 10.11. The Client indemnifies Resolvo Engineering against all damage suffered by Resolvo Engineering as a result of third-party claims as a result of or in connection with Resolvo Engineering's performance of the Agreement, unless that damage is the result of deliberate recklessness or intent on the part of Resolvo Engineering.

Article 11. Disclosure of details to third parties

- 11.1. The Client is never permitted to transfer information about and/or from proposed Candidates to third parties or to introduce Candidates to third parties in any way without the permission of Resolvo Engineering. If the Client acts contrary to this article and Resolvo Engineering suffers damage as a result, such as but not limited to lost income, the Client must pay Resolvo Engineering an immediately due and payable fine of €25,000 without notice of default. Charging this fine does not affect Resolvo Engineering's right to charge the Client for any damage it suffers or has suffered as a result of the Client's non-compliance, such as lost income.
- 11.2. If the Client introduces a Candidate to a third party or has disclosed details of the Candidate to a third party, which results in an employment contract or another contractual relationship with this Candidate, the Client will be charged a fee of 35% of the gross annual salary for the Candidate's first year as described in Article 7.4. If the gross annual salary at Resolvo Engineering is not known, the provisions of Article 7.6 apply.

Article 12. Promotion

- 12.1. Resolvo Engineering has the right to use the Client as a reference or to promote the services of Resolvo Engineering, such as placing the Client's name and/or logo on Resolvo Engineering's website.

Article 13. Force majeure

- 13.1. Resolvo Engineering is not obliged to fulfil any obligations, if it is impeded to do so on account of force majeure. Force majeure is in any case understood to mean: extreme or severe weather conditions; flooding; theft; natural disasters; terrorism; riots; epidemics; pandemics; obstacles by third parties, including those of governments; illness or personal (family) circumstances of the natural person who performs or must perform the Agreement on behalf of Resolvo Engineering; traffic obstructions; car breakdowns; wars or imminent war; fire; Internet disruptions; power failure; cybercrime; disruptions in email traffic; government measures; changes in laws and regulations.
- 13.2. Force majeure is also understood to mean a shortcoming of a third party engaged by Resolvo Engineering.
- 13.3. If Resolvo Engineering is temporarily unable to perform the Agreement due to a force majeure situation, Resolvo Engineering will inform the Client as soon as possible and the Parties will consult with each other to arrive at a reasonable solution for both Parties.

Article 14. Suspension and dissolution of the Agreement

- 14.1. Resolvo Engineering is entitled to suspend the performance of the Agreement if the Client fails to fulfil its obligations towards Resolvo Engineering. The Client will be informed of such a suspension by a Written statement.
- 14.2. Resolvo Engineering is entitled to dissolve the Agreement by means of a Written Declaration and without judicial intervention if:
- The Client does not fulfil its obligations towards Resolvo Engineering and the Client has not responded to notice of default. If compliance is permanently impossible, a notice of default is not required;
 - In the event of any circumstances the nature of which means that performance of the Agreement is impossible or, in accordance with the criteria of reasonableness and fairness, performance can no longer be demanded, or in the event of any other circumstances in respect of which the unaltered continuation of the Agreement cannot reasonably be expected;

- c. The Client applies for or is granted suspension of payment, if the Client is declared bankrupt or a petition thereto is submitted, if the Client is unable to pay its debts, terminates or liquidates its company, under is placed under guardianship or if an administrator is appointed.
- 14.3. If the performance of the Agreement is suspended or the Agreement is dissolved, Resolvo Engineering will charge the Client for all work carried out up to the moment of suspension or dissolution.
- 14.4. Resolvo Engineering is not liable for any damage suffered by the Client because Resolvo Engineering has dissolved the Agreement in accordance with this article or because Resolvo Engineering has suspended the performance of the Agreement.

Article 15. Expiry period

- 15.1. Insofar as not stipulated otherwise in these general terms and conditions, rights of action of the Client towards Resolvo Engineering will in any event expire one year after the moment the Client became aware or could reasonably have been aware of the existence of these rights.

Article 16. Personal details

- 16.1. Resolvo Engineering processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data, Resolvo Engineering's privacy policy can be consulted, see [link to privacy policy on the website].
- 16.2. The Client treats personal data of Candidates made available to him confidentially and processes these personal data in accordance with the GDPR.

Article 17. Applicable law and competent court

- 17.1. These general terms and conditions, all Agreements and all legal acts between the Parties are governed by Dutch law, even if the Client is located outside the Netherlands.
- 17.2. All disputes to which the Agreement, these general terms and conditions or the obligations arising from these may give rise, will be settled exclusively by the competent court in the district where Resolvo Engineering is located, to the explicit exclusion of any other court.
- 17.3. The Parties will only appeal to the courts after having made every effort to resolve the dispute by mutual consultation.