

**General Terms and Conditions for services provided by JVS Beheer BV  
(3 pages)**

**Article 1 General**

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**Article 2 Scope**

1. These General Terms and Conditions are applicable to all legal relationships between client and JVS Beheer BV. Amendments to these Terms and Conditions must be explicitly confirmed in writing by both parties.

**Article 3 Inception of contract**

1. The contract will become effective upon receipt by JVS Beheer BV of the confirmation of assignment duly signed by JVS Beheer BV and the client. Confirmation is given on the basis of the information as supplied by the client to JVS Beheer BV at that time. The confirmation is deemed to reflect the contract terms accurately and completely.
2. The contract is entered into for an indefinite period, unless it is implicit in the content, nature or scope of the assignment that it is entered into for a finite period.

**Article 4 Provision of information by the client**

1. The client will make available in good time, in the required form and in the required manner all information and documentation which JVS Beheer BV considers necessary for the correct performance of the assignment.
2. The client will bring to JVS Beheer BV's attention all information which is relevant to the performance or completion of the assignment.
3. The client guarantees the accuracy, completeness and reliability of the information and documentation made available to JVS Beheer BV, including information and documentation originating from third parties, except where precluded by the nature of the assignment.
4. The documentation supplied will be returned to the client if and to the extent that the client so requests.
5. Additional expenses and additional fees arising out of delay in the performance of the engagement due to failure to provide the information and documentation required or failure to provide it on time or in the proper form will be borne by the client.

**Article 5 Performance of the assignment**

1. JVS Beheer BV will determine the way in which and the person by whom the assignment is to be performed.
2. JVS Beheer BV will obtain the client's consent before performing and charging the client for work which is additional to the scope of the assignment.
3. The client will only involve third parties in the performance of the assignment with the agreement of JVS Beheer BV. The provisions of the preceding sentence are applicable mutatis mutandis to JVS Beheer BV.

**Article 6 Confidentiality**

1. Except where disclosure is required by law or professional duty, JVS Beheer BV will maintain confidentiality with respect to third parties.
2. JVS Beheer BV will not use information made available by the client for any purpose other than that for which it is provided, except where JVS Beheer BV acts on his own behalf in disciplinary, civil or other proceedings to which such documents may be relevant.
3. The client will not, without JVS Beheer BV's prior written consent, disclose the contents of reports or recommendations or other written or unwritten utterances by JVS Beheer BV which have not been formulated or made with a view to conveying the information contained therein to third parties. The client will also ensure that third parties are not able to take cognisance of the contents as referred to in the preceding sentence.
4. The client will impose his obligations under this article on third parties involved by the client.

**Article 7 Intellectual property**

1. To the extent that such rights are conferred by law, JVS Beheer BV retains all rights to the intellectual property which he uses or has used in the performance of the client's assignment.

2. The client is expressly forbidden to duplicate, disclose or exploit such intellectual property, either directly or through the agency of a third party, including computer programs, system designs, procedures, recommendations, (model) contracts and other intellectual property of JVS Beheer BV, in the widest sense of the term.
3. The client is not permitted to make available to third parties tools related to this intellectual property other than for obtaining a professional opinion concerning the activities of JVS Beheer BV.

#### **Article 8 Fee**

1. If there is any change in wages and/or prices after the inception of the contract but before completion of the assignment, JVS Beheer BV will be entitled to vary the agreed rate accordingly, unless the client and JVS Beheer BV have agreed otherwise.
2. JVS Beheer BV's fee plus, where appropriate, advances paid to and invoices from third parties employed on the engagement will be invoiced to the client weekly, monthly, quarterly, annually or on completion of the work, unless the client and JVS Beheer BV have agreed otherwise. Sales tax will be charged separately on all amounts payable by the client to JVS Beheer BV.

#### **Article 9 Payment**

1. Payment will be made by the client, without deduction, discount or set-off, within the agreed periods, but in no event later than fifteen days after the invoice date. Payment will be made in Netherlands currency by transfer to a bank account to be designated by JVS Beheer BV.
2. If the client fails to pay within the period referred to in 9 .1, JVS Beheer BV will be entitled, after having presented the client with at least one reminder, without further notice of default or prejudice to JVS Beheer BV's other rights, to charge the client with interest at the statutory rate until the date of payment in full.
3. The client will be liable for all judicial and extrajudicial collection costs reasonably incurred by JVS Beheer BV as a consequence of the client's non-performance of his obligation to pay.
4. If warranted by the client's financial position or payment record, such at JVS Beheer BV 's sole discretion, JVS Beheer BV will be entitled to require the client to immediately furnish (additional) security, in a form to be determined by JVS Beheer BV. If the client fails to furnish the required security, JVS Beheer BV will be entitled, without prejudice to his other rights, to suspend performance of the engagement at once, and all amounts payable by the client to JVS Beheer BV in whatever regard will become due and payable immediately.
5. In the case of jointly given assignments, the clients will be jointly and severally liable for payment of the invoiced amount, to the extent that the work has been performed on behalf of the joint clients.

#### **Article 10 Complaints**

1. Complaints concerning the work performed and/or the amount invoiced must be communicated in writing to JVS Beheer BV within 30 days of the date of dispatch of the documents or information to which the client's complaint relates, or within 30 days of discovery of the deficiency where the client is able to demonstrate that he could not reasonably be expected to have discovered the deficiency at an earlier date.
2. Complaints as referred to in the first paragraph will not suspend the client's obligation to pay.
3. If the complaint is justified, the client will be given a choice of an adjustment to the invoiced fee, the fee-of-charge correction or re-execution of the rejected work or discontinuation of all or part of the engagement with a refund of a proportion of the fee already paid by the client.

#### **Article 11 Period allowed for completion**

1. If the client is required to make an advance payment or to provide information and/or materials which are essential to the performance of the assignment, the period allowed for completion of the work will not commence until payment in full has been received or all the information and/or materials are supplied, as the case may be.
2. Dates by which work is to be completed will be regarded as deadlines only if this has been expressly agreed.
3. Except in cases where it is beyond doubt that performance of the contract is no longer possible, the contract cannot be dissolved by the client on grounds of failure to complete the work on time, unless JVS Beheer BV fails to perform the contract or fails to perform it in full within a reasonable period, of which JVS Beheer BV has been notified in writing after expiry of the agreed completion period. The contract may then be dissolved under Section 265 of Book 6 of the Netherlands Civil Code.

**Article 12 Termination**

1. The client and JVS Beheer BV may terminate the contract at any time.
2. Notice of termination must be communicated in writing to the other party.

**Article 13 Liability**

1. JVS Beheer BV will perform his work to the best of his ability. JVS Beheer BV will not be liable for damages arising from any error due to the client providing incorrect or incomplete information. If the client is able to demonstrate that he has suffered damages as the result of an error on the part of JVS Beheer BV which would have been avoided if JVS Beheer BV had exercised due care, JVS Beheer BV will be liable for such damages only up to a maximum of one time the amount of the fee in respect of the assignment in question for the preceding calendar year, except in cases of intent or gross negligence amounting to intent on the part of JVS Beheer BV.
2. The client will indemnify JVS Beheer BV against claims by third parties for damages arising as a consequence of the client providing JVS Beheer BV with inaccurate or incomplete information, unless the client is able to demonstrate that the damages are not due to a culpable act or omission on the part of the client or unless the client is able to demonstrate that the damages are caused by intent or gross negligence on the part of JVS Beheer BV.

**Article 14 Limitation of claims**

Unless otherwise determined in these General Terms and Conditions, the client's rights of claim and other powers vis-à-vis JVS Beheer BV in whatever regard in connection with JVS Beheer BV 's performance of the work will in any event be expired one year after the date on which the client became aware or may reasonably be expected to have become aware of the existence of such rights and powers.

**Article 15 Applicable law and settlement of disputes**

1. Netherlands law will be applicable to all contracts between the client and JVS Beheer BV to which these General Terms and Conditions apply.
2. All disputes relating to contracts between the client and JVS Beheer BV to which these General Terms and Conditions apply and which do not fall within the competence of the Sub-District Court will be brought before the competent court in the district in which JVS Beheer BV is resident.
3. In derogation of the provisions of paragraph 2, the client and JVS Beheer BV are entitled to submit disputes to an arbitration tribunal.