



# T&C FOR THE PROVISION OF PROJECT PERSONNEL

STD-SYS06-SA-NTL-HR-002\_Rev06  
Dated 08.01.2021

## ABSTRACT

Terms of business between the Company and the Client for the engagement of candidates on temporary or permanent contracts

## SA Holding B.V.

KvK 67774857

BTW NL.8571.690.75.B01

And its affiliates and subsidiaries

Stephenson Academy B.V.

KVK 7646890

BTW NL.86.06.34.139.B01

[www.stephensonacademy.com](http://www.stephensonacademy.com)

Stephenson Operations B.V.

KVK 76468453

BTW NL.86.06.33.950.B01

[www.stephensonoperations.com](http://www.stephensonoperations.com)

Rivium Boulevard 34, 2909 LK, Capelle aan den IJssel,  
The Netherlands

Tel. +31 (0) 10 737 0857

[info@stephensonacademy.com](mailto:info@stephensonacademy.com)



## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

### Contents

<b>ARTICLE 1 - DEFINITIONS</b>	<b>2</b>
<b>ARTICLE 2 - GENERAL PROVISIONS</b>	<b>2</b>
<b>ARTICLE 3 - ACCEPTANCE</b>	<b>2</b>
<b>ARTICLE 4 - INFORMATION TO BE PROVIDED</b>	<b>3</b>
<b>ARTICLE 5 – INTRODUCTION OF CANDIDATES</b>	<b>3</b>
<b>ARTICLE 6 – SUITABILITY CHECKS</b>	<b>3</b>
<b>ARTICLE 7 – ENGAGEMENT, MOBILIZATION AND ADMINISTRATION</b>	<b>3</b>
<b>ARTICLE 8 – TERMINATION OF ENGAGEMENT BY THE CANDIDATE</b>	<b>4</b>
<b>ARTICLE 9 – TERMINATION OF ENGAGEMENT BY THE CLIENT</b>	<b>4</b>
<b>ARTICLE 10 – WORKING CONDITIONS</b>	<b>4</b>
<b>ARTICLE 11 – FEES PAYABLE MARK-UP SOLUTION</b>	<b>5</b>
<b>ARTICLE 12 – FEES PAYABLE FLAT-RATE SOLUTION</b>	<b>5</b>
<b>ARTICLE 13 – INVOICING AND PAYMENTS</b>	<b>5</b>
<b>ARTICLE 14 – REPATRIATION</b>	<b>5</b>
<b>ARTICLE 15 – APPLICABLE LAW</b>	<b>6</b>
<b>ARTICLE 16 - INTRODUCTIONS TO THIRD PARTIES</b>	<b>6</b>
<b>ARTICLE 17 - CONFIDENTIALITY AND DATA PROTECTION</b>	<b>6</b>
<b>ARTICLE 18 - LIABILITY</b>	<b>6</b>
<b>ARTICLE 19 - DIRECT EMPLOYMENT RELATIONSHIP</b>	<b>6</b>
<b>ARTICLE 20 – NOTICES</b>	<b>7</b>
<b>ARTICLE 21 – SEVERABILITY</b>	<b>7</b>
<b>ARTICLE 22 – LANGUAGE</b>	<b>7</b>





## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

### ARTICLE 1 - DEFINITIONS

- a) **"Administration Fee"** means the fee payable by the Client to the Company for all administration costs incurred by The Company as a consequence of an Engagement
- b) **"Candidate"** is the person introduced by the Company to The Client for the execution of specific Services and includes any person directly or indirectly employed by The Company on a temporary or permanent basis and any legal entity representing the Candidate when this is not a natural person
- c) **"Client"** means the person(s) or legal entity who accepts a quotation of The Company for the supply of Services, or whose request for The Company to supply such services to the client is accepted by The Company
- d) **"Company"** means the limited liability company to Dutch Law (besloten vennootschap) SA Holding B.V. or one of its affiliates and subsidiaries Stephenson Academy B.V. or Stephenson Operations B.V. which has signed the contract with the Client. The company can only be represented by one of its directors as registered in the Dutch Chamber of Commerce, also to be called "Director"
- e) **"Conditions"** means the standard terms and conditions of supply set out in this document and shall also include any terms and conditions agreed in writing between The Client and The Company and upon acceptance thereof as specified herein shall represent the contract between The Client and The Company
- f) **"Contract Fee"** means the fee payable by the Client to The Company for the drafting and finalization of the service contract between The Company and The Candidate following an engagement
- g) **"Engagement"** means the engagement, hiring or placement or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; and "Engage", "Engages" and "Engaged" shall be construed accordingly
- h) **"Expenses Fee"** means the fee payable by the Client to The Company for the anticipation of any travel costs, including but not limited to flights, transportation, accommodation, Visa and meals
- i) **"Flat rate Fee"** means the fee payable by the Client to The Company for the execution of services following an Engagement when the Engagement is offered on a Flat rate solution
- j) **"Introduction"** means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Company to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly
- k) **"Finder's Fee"** means the fee payable by the Client to the Company for an Introduction resulting in an Engagement
- l) **"Mark-up Fee"** means the fee payable by the Client to The Company for the execution of services following an Engagement when the Engagement is offered on a Mark-Up rate solution
- m) **"Mob/Demob Fee"** means the fee payable by the Client to The Company for the mobilization or demobilization of The Candidate to the work site following an Engagement
- n) **"Replacement Candidate"** means any Candidate Introduced by the Company to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first two (2) weeks of the Engagement
- o) **"Services"** means the activities for which a Candidate will be Engaged as detailed in Annex 1 "Specific Terms of Engagement"
- p) **"Terms"** means the terms of business between the Company and the Client as stipulated in these Terms and Conditions for Project Personnel and its Annex 1

### ARTICLE 2 - GENERAL PROVISIONS

- a) Any written or verbal quotation of the Company which is accepted by the Client or any written or verbal request of the Client for Services which is accepted by the Company will be subject to these Terms
- b) No waiver by the Company or breach by the Client shall be a waiver or breach of any other provision
- c) Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa
- d) All Candidates supplied are Engaged under a contract for services via a legal entity or natural person, unless otherwise stated in writing. It is acknowledged and agreed between the Company and the Client that the Candidate shall be responsible for any and all PAYE, Income Tax and National Insurance Contributions and any other taxes and deductions whatsoever payable in respect of any remuneration received by the Candidate from the provision of services by the Candidate to the Client
- e) In the event that any of the Company management personnel with whom the Client has had personal dealings accepts an Engagement with the Client while employed by The Company or within twelve (12) months of leaving the Company, the Client shall be liable to pay a fee to The Company calculated in € 25'000

### ARTICLE 3 - ACCEPTANCE

- a) These Terms are final and can only be altered with written consent of a Director of the Company
- b) These Terms constitute the contract between the Company and the Client for the supply of temporary or permanent personnel and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction
- c) These Terms contain the entire agreement between the parties relating to their subject matter and unless otherwise agreed in writing by a Director of the Company these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client





## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

- d) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Company and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply
- e) The Company acts as an agency when Introducing Candidates to the Client for Engagement to that Client
- f) If the Candidate is employed by any other company through an Introduction of the Candidate by the Client within 12 months from the first introduction of the Candidate to the Client or the termination of the engagement of the Candidate with the Client, whichever the latter, or an Introduction to Third Party as specified in these Terms, the Client will be liable for the full Introduction fees as laid out in these Terms and the Client shall be liable to pay a fee to the Company calculated in € 25'000

### ARTICLE 4 - INFORMATION TO BE PROVIDED

- a) To enable the Company to comply with its obligations, the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the following:
  - i. the type of work that the Candidate would be required to do
  - ii. the location and hours of work, including work rotation as applicable
  - iii. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position
  - iv. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks
  - v. the date the Client requires the Candidate to commence the Engagement
  - vi. the duration or likely duration of the Engagement
  - vii. the minimum rate of Remuneration, expenses and any other benefits that would be offered
  - viii. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client

### ARTICLE 5 – INTRODUCTION OF CANDIDATES

- a) the Company will search for suitable Candidates and will forward to the Client their anonymous profiles on the Company's branded profile template with details of the professional information provided in the Candidates' CV, such as job roles and responsibility covered, career history, certifications and training records, language spoken
- b) When the Client expresses an interest in a Candidate profile, then the Company will disclose the Candidate's personal information which identifies the Candidate and will make arrangements for the Candidate to be interviewed by the Client upon Client request and Candidate's agreement
- c) The Company shall provide to the Client such details of the Candidate's Identity, Experience, Training and Qualifications, if any, which The Company has been provided with and the Client shall notify The Company within five (5) days of receiving such information whether it requires further details, failing which the Client shall be deemed to be satisfied with such information and the Candidate shall be deemed to be Engaged

### ARTICLE 6 – SUITABILITY CHECKS

- a) The Company endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to ensure that the Introduction would not be detrimental to the interests of either the Client or the Candidate
- b) The Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
  - i. taking up any references provided by the Candidate before Engaging the Candidate
  - ii. checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work
  - iii. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
  - iv. satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement
- c) The Client is responsible for ensuring at the time that a Candidate begins any Engagement that the Candidate's ability, training, experience, qualifications and authorisations are adequate to operate any equipment that the Candidate may be called on to operate and to carry out any duties required of him/her by the Client and the Client will be solely responsible for any liability whatsoever which may arise there from

### ARTICLE 7 – ENGAGEMENT, MOBILIZATION AND ADMINISTRATION

- a) When the suitability checks are completed and the Client decides to enter into an Engagement with the Candidate by means of a direct contract between the client and the Candidate, the Client shall be liable to pay the Company a Finder's fee established in 18% of the annual gross salary of the Candidate regardless of the duration of the employment contract between the Client and the Candidate.
- b) Upon Client request and following an Engagement, the Company will finalize the service contract between The Company and The Candidate for the execution of the specific Services for the Engagement
- c) Administration incurred by The Company as a consequence of an Engagement, such as collection and follow-up of timesheets, administration of payment specifications and or invoices received by The Candidate, claims and other support from office, will be undertaken by the Company; in this case the "Finder's Fee" is not due and the Client shall be liable to pay the Company fees on "mark-up solution" or "flat rate solution" as established in articles 11 and 12 of this document





## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

- d) Upon Client's written request, following an Engagement by The Client, The Company can provide to The Client also the extra service of 24/7 travel support and will forward to The Client the provisional bookings to mobilize to or demobilize from to the work site each Candidate; The Client shall notify The Company within 4 hours of receiving such information whether it can be approved or a different provisional booking needs to be made, failing which the Client shall be deemed to be satisfied with such information and booking will proceed. All travel costs will be back charged to the Client and a Travel Fee of 10% will be charged on top of the travel costs

### ARTICLE 8 – TERMINATION OF ENGAGEMENT BY THE CANDIDATE

- a) In the circumstance that the Candidate terminates the Engagement before completion of the Services for which the Engagement was contracted and owing to private circumstances (such as: compassion leave or hospitalization of a member of his family), the Company will notify the Client of such circumstance and offer a replacement Candidate within two (2) weeks of the termination of the Engagement by the Candidate
- b) Early termination of a Candidate who was engaged on a Project does not constitute reason for termination of the contract to the Client
- c) The Candidate can terminate the Engagement with the Client by giving 14 working days' notice time

### ARTICLE 9 – TERMINATION OF ENGAGEMENT BY THE CLIENT

- a) If the Client terminates the Candidate's Engagement due to acts or omissions that constitute a reason justifying immediate termination as detailed in letter c) of this article, the Company will either offer a refund of fees payable (provided that agreed payment terms were met and all other stipulations in these Terms were met) or offer to find a replacement for the Candidate free of charge of the Engagement Fee

- b) The refund of fees payable referred to in letter a) of this article is set as per below scheme:

Week in which the Engagement is terminated	% of daily rate refunded
Up to 2 weeks	50%
Up to 5 weeks	20%
Up to 8 weeks	5%
Over 8 weeks	0%

- c) The acts or omissions that will constitute a reason justifying immediate termination by the Client of a Candidate's Engagement are:
- Proven severe insubordination, gross misconduct or unreasonable and unjustified refusal to obey a legitimate order and rule
  - Serious violation or repeated violations of law, regulations, rules and procedures as well as misconduct which threatens the Company's or the Client's good name and interests
  - Serious acts, or repeated acts, of abuse or possession of alcohol, drugs and narcotics as well as refusal to undergo random alcohol and drugs inspections on site
  - Serious breach, or repeated acts of breach, of health and safety regulations
  - Sexual or racial harassment
- d) Demobilization travel costs of the Candidate whose Engagement is terminated owing to one or more acts listed in letter c) of this article will be borne by the Company and will not be back-charged to the Client
- e) In order to qualify for the refund referred to in letter a) of this article and forfeit of the travel costs, then:
- the Client must notify the Company in writing of the reason and termination day of the Engagement within two (2) days of the Candidate being dismissed; and
  - the Client must exclusively give the Company two (2) weeks from the date of the notice of termination to find and offer one Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If after two (2) weeks from the date of the notice no suitable Replacement Candidate that fits the requirements can be found, then the Client will be eligible for a refund, subject to the rest of the provisions stipulated in this Terms
- f) For the purposes of this Article, the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client
- g) If subsequent to the Client receiving a refund the Candidate is re-Engaged, either directly or indirectly to the Client, via the Company or via a Third-Party Introduction as specified in these Terms, within a period of twelve (12) months from the date of termination, then the refund shall be repaid to the Company. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate
- h) There will be a € 250 administration charge on all refunds
- i) In all other cases that do not justify immediate termination of the Candidate's engagement, the Client shall give 14 working days' notice time in writing to terminate the engagement of a candidate. Fees payable are due in full during the notice time.

### ARTICLE 10 – WORKING CONDITIONS

- a) The Client is responsible for ensuring that the candidate is legally permitted to work in the country in which the Candidate is to be employed
- b) The Client is responsible for ensuring that The Candidate satisfies the medical requirements for the role to which they are employed
- c) The Client is responsible for ensuring that the conditions at the worksite, accommodations and any area related to the Services where the Candidate is Engaged satisfies the minimum Health, Safety and Security requirements according to international labour law and ILO provisions





## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

- d) Sickness or hospitalization of the Candidate owing to poor hygiene conditions onsite will not qualify for refund or waive of fees; in these circumstances the Client is responsible to take all necessary steps and associated costs required to ensure the Candidates return to good health

### ARTICLE 11 – FEES PAYABLE MARK-UP SOLUTION

- a) When the Company and the Client agree to work with a "Mark-Up Solution", the Company will charge to the Client a Mark-up Fee which is made of:
- i. A fixed rate of the daily rate paid to the Candidate which is determined in accordance with the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally. This rate is set at 15% of the costs paid to the Candidate, including his daily arte, any wage tax or National Insurance contribution to be paid locally
- b) The Mark-Up Fee is subject to mutual re-evaluation every six (6) months
- c) If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Company a Cancellation Fee of € 3'500.00 per Candidate

### ARTICLE 12 – FEES PAYABLE FLAT-RATE SOLUTION

- a) When the Company and the Client agree to work with a "Flat-Rate Solution", the Company will charge the Client with a fixed flat rate for each day of Engagement of the Candidate
- b) The Flat-Rate Fee is subject to mutual re-evaluation every six (6) months
- c) If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Company a Cancellation Fee of € 3'500.00 per Candidate

### ARTICLE 13 – INVOICING AND PAYMENTS

- a) The Client's obligations under these Terms shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights
- b) The Client shall fully and effectively indemnify the Company and keep the Company indemnified from and against all costs and expenses which The Company incurs in enforcing any of these Terms and/or arising out of the engagement of the Candidate including, without limit to the generality of the foregoing, the recovery of all monies due from the Client whether by proceedings or other means. The Client shall fully and effectively indemnify The Company from and against any claims whatsoever related to taxation (and all related costs and expenses) arising from the engagement of the Candidate or the provision of services by the Candidate.
- c) The provisions of any service by The Company, other than that of supplying Candidates, shall not affect the liability of the Client to pay such charges as shall have been incurred under these Terms for the supply of any Candidate
- d) The Fee payable to The Company shall be payed within fourteen (14) calendar days of the date of invoice from The Company.
- e) VAT will be charged at the standard rate of NL Value Added Tax at the time of employment of The Candidate, in accordance to the Dutch law
- f) If The Client does not pay fees within the period indicated in this article, as agreed by acceptance of these Terms, the Company will not be bound to offer any refund or re-run of services as laid out in this document
- g) The Company reserves the right to charge interest for Late Payment on invoiced amounts unpaid by the due date at the rate of 8% per day above the invoiced amount from the due date until the date of payment
- h) The signature by or on behalf of the Client of the Company timesheet, charge sheet, or other formal confirmation of the completed assignment shall be deemed conclusive evidence that:
- i. that the Client is satisfied with the work done by the Candidate concerned
  - ii. that the hours and charges set out on such timesheet, charge sheet or formal confirmation are correct
  - iii. that the Client will pay the charges to the Company in full and without dispute or deduction
- i) However, failure by the Client to sign any timesheet or charge sheet shall not preclude charging by the Company in full for all time actually worked by any Candidate in accordance with these Terms

### ARTICLE 14 – REPATRIATION

- a) The Client is responsible to repatriate The Candidate to his country of domicile when following conditions are given:
- i. When signing off owing to injury, either work related or non-work related, disease or chronic pain which will impair continuation of Engagement as certified by the site medic
  - ii. Upon the loss, laying-up or sale of the vessel
  - iii. If the Project is suspended or terminated for any reason
  - iv. If the vessel has been arrested
  - v. Refusal by the appropriate authority to grant a work permit/visa or its renewal, when the Candidate is already at work location
- b) Repatriation shall take place in a way that meets with all requirements with regards to comfort and medic conditions







## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

- c) The Client shall be liable for the cost of maintaining the Candidate ashore until repatriation takes place, this includes pandemic events or Force Majeure events such as wars, acts of God and any circumstance unforeseeable and out of the control of the Company
- d) At Client written request, The Company may assist the Client in arranging the repatriation. In this case, the Company will charge a Repatriation Fee set out at € 2'500.00 per Candidate
- e) The Client will be responsible to pay the repatriation service provider and all costs due to repatriation; at Client written request, the Company may assist and pay these costs when arranging the repatriation, and will back-charge all these costs to Client plus 10% of administration fee

### ARTICLE 15 – APPLICABLE LAW

- a) The contract shall be construed according to Dutch Law and will be subject to the jurisdiction of the court of Rotterdam. Alternative arbitration may be agreed by both parties if litigation can not lead to results.

### ARTICLE 16 - INTRODUCTIONS TO THIRD PARTIES

- a) Introductions of Candidates are confidential
- b) If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction" and the Third Party Introduction results in an Engagement of the Candidate by the third party within twelve (12) months of the Company's Introduction of the Candidate to the Client or the Client's Introduction of the Candidate to the Third Party, then the Client will be liable to the Company for payment of the full Introduction Fee plus an additional fee of € 25'000
- c) Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee in any circumstances.

### ARTICLE 17 - CONFIDENTIALITY AND DATA PROTECTION

- a) All information relating to a Candidate is confidential and subject to the Data Protection Law and is provided solely for the purpose of providing work-finding services to the Client
- b) Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Law in receiving and processing the data at all times
- c) In addition, information relating to the Company's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain

### ARTICLE 18 - LIABILITY

- a) The Company shall not be liable to The Client for any loss or damage incurred by the Client or the Candidate whether caused by the Client or the Candidate or the Services received under any circumstances
- b) The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to be excluded under law
- c) No liability will be accepted by the Company for any loss, expense, damage or delay arising from the lack of suitability of the Candidate due to the failure of the Client to provide accurate details of its requirements. The Company will also not be liable for the acts or omissions of Candidates or for any negligence of Candidates or for the negligence, dishonesty, misconduct or lack of skills of Candidates
- d) The Client shall fully and effectively indemnify the Company from and against any claims whatsoever related to taxation (and all related costs and expenses) arising from any Engagement or the provision of services to the Client by any Candidate
- e) The Client agrees to be responsible for all acts, errors or omissions of Candidates, be they wilful, negligent or otherwise as though the Candidate were an employee of the Client and the Client will in all respects comply with all statutes, bye-laws, regulations, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff in respect of Candidates
- f) Where the Candidate is a legal entity the Candidate shall be responsible for providing adequate employers and public liability insurance for any individuals provided by the Candidate to carry out the relevant assignment for the Client. Where the Candidate is an individual, the Client shall be responsible for providing adequate employers and public liability insurance whilst the Candidate is carrying out an assignment for the Client to the extent that such Candidate and The Company have the full benefit of coverage for any liability which might arise
- g) While reasonable skill and care is taken by The Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Candidates and further to provide Candidates in accordance with the booking details provided by the Client, no liability will be accepted by The Company for any loss, expense, damage or delay arising from any failure to provide any particular Candidate for all or part of the period of the assignment or from negligence, dishonesty, misconduct or lack of skills of the Candidate and the Client accepts that no warranty can be given by The Company as to the suitability of any Candidate

### ARTICLE 19 - DIRECT EMPLOYMENT RELATIONSHIP

- a) Client will inform Company in writing of its intention of entering into a direct employment relationship with Personnel before putting such an intention into action. In addition, Client will ask Company when the Personnel can legally terminate their contract with Company. Such limitation is limited to one year.





## TERMS AND CONDITIONS FOR PROVISION OF PROJECT PERSONNEL

- b) Client will ensure and guarantee that Personnel have or will have legally terminated their contract with Company at the moment that Client enters into a direct employment relationship with Personnel, without prejudice to the other obligations of Client as referred to in this article. Client will not enter into a direct employment relationship with Personnel, if Personnel cannot legally terminate their contract with Company, for as long as it has not been actually terminated.
- c) If client, in accordance with that which is specified for this purpose in clauses 33.1 and 33.2, wishes to enter into a direct employment relationship with Personnel during the Agreement, a Compensation Fee shall be paid to Company setting at 2000 h worked as a benchmark during a full year. Once the 2000 h have been reached, nothing else will be required on the part of Client, who shall have the right to directly employ any Personnel.
- d) The compensation fee shall be calculated over the difference between 2'000 h and the actual working hours done and as a percentage of the Mark-up Fee payable to the company (when the contract between the Client and the Company is established on a "Mark-up Fee solution") or setting at 100 €/day the equivalent fee when the contract between the client and the company is established on a "Flat-rate solution"
  - i. 40% of the Mark-up Fee up to 500 hours worked
  - ii. 25% from 500 till 1'000 hours worked
  - iii. 10% from 1'000 till 1'500 hours worked
  - iv. 5% from 1'500 till 2'000 hours worked
- e) In applying this article, entering into a direct employment relationship is also taken to mean the situation in which Personnel who are made available are out to work with Client due to the intervention of one or more third parties.

### ARTICLE 20 – NOTICES

- a) All notices which are required to be given in accordance with this Terms shall be in writing and may be delivered by email or by registered post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing
- b) Any such notice shall be deemed to have been served:
  - i. if by email, when delivered
  - ii. if by registered post, 48 hours following posting

### ARTICLE 21 – SEVERABILITY

- a) If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws

### ARTICLE 22 – LANGUAGE

- a) All written and verbal communications shall be in English

