



**TERMS AND CONDITIONS
QTC RECRUITMENT**

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TERMS AND CONDITIONS

The undersigned:

1. **QTC Biotechnology/Pharmaceuticals B.V.**, a limited liability company organised under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) and principal place of business at La Guardiaweg 68-92 Building B – Floor 11 and 12 (1043 DK) in Amsterdam, duly represented by Mr [=] (hereinafter referred to as “**Service Provider**”);
2. [indien het een BV of NV betreft: **[name bold and underlined no capitals]**, a [in case of a BV: private] company with limited liability [, organised under the laws of [country]] having its corporate seat (*statutaire zetel*) at [place] and its registered office at ([P.O. code]) [place], [street and number], [country] (the “**Client**”)

hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”;

Whereas:

- A. Service Provider is focused on the execution of services in outsourcing the hiring processes of external Clients and to support and optimise such processes. Service Provider acts as a link between its Clients and the relevant candidate in bringing together supply and demand and/or administrative processing;
- B. In this respect, Service Provider provides a permanent recruitment service in which Service Provider searches for and selects candidates (“**Candidates**”) for its Clients, with the intention that such candidates shall be employed by its Clients on its own payroll on a permanent basis, as further described below (the “**Services Permanent**”);
- C. In this respect, Service Provider also provides an interim recruitment service in which Service Provider provides its Clients with interim personnel who are willing to temporarily perform (specialist), as further described below (the “**Services Interim**”);
- D. In the matter of its business operations, the Client requires personnel who are willing to perform (specialist) work on a permanent basis and/or personnel who are willing to perform (specialist) work on interim basis, to which end the Client requires the Services Permanent and/or the Services Interim of Service Provider;
- E. Parties have the explicit intention to enter into a services agreement (“*overeenkomst van opdracht*”) as defined in Article 7:400 and further of the Dutch Civil Code (“*Burgerlijk Wetboek*”);
- F. Parties explicitly do not intend to enter into a labour agreement as defined in Article 7:610 and further of the Dutch Civil Code;
- G. Parties elect to not apply the fictitious employment of homeworkers or an equivalent thereof as referred to in Articles 2b and 2c of the Executive Law regarding Wage Tax 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and Articles 1 and 5 of the Decree on appointment of cases in which labour relation is considered an employment relation (*Besluit aanwijzing gevallen waarin arbeidsverhouding als dienstbetrekking wordt beschouwd (Besluit van 24 december 1986, Stb. 1986, 655)*) and to accordingly draft and sign this agreement before payment takes place.
- H. Parties wish to enter into a relationship under the terms and conditions as further described in this master service agreement (the “**Agreement**”);



DECLARE TO HAVE AGREED AS FOLLOWS:

GENERAL

1. DURATION AND TERMINATION

- 1.1. This Agreement commences on [DATE] and is entered into for an indefinite period of time.
- 1.2. Each of the Parties is entitled to terminate the Agreement by written notification only, subject to a notice period of 1 month, unless otherwise agreed by both Parties.
- 1.3. The Service Provider shall be entitled to immediately terminate this Agreement, without further notice and without being required to reimburse the Client for any damages, if:
 - a. The Client is declared bankrupt, becomes subject to a moratorium of payments, or at such time that an application or request thereto has been filed; or
 - b. After receiving notice of default, the Client fails for a continuous period of 2 weeks to meet its obligations under this Agreement.
- 1.4. In accordance with article 7:408 paragraph 1 of the Dutch Civil Code, the Client is entitled to terminate this Agreement by means of cancellation in writing at any date, with the Service Provider being entitled to a remuneration as determined in accordance with article 7:411 paragraph 1 of the Dutch Civil Code.
- 1.5. Expiration or termination of this Agreement explicitly does not discharge Parties of any obligations accruing prior to such expiration or termination nor from their ensuing obligations with respect to Clause 6 (liability), 7 (confidentiality) and 8 (miscellaneous).

2. GENERAL PROVISIONS AND SERVICES

- 2.1. For the sake of clarity, the provisions pertaining to Services Interim and/or Services Permanent are only applicable if the Client requests such respective services from Service Provider in the matter of its business operations.
- 2.2. Parties explicitly do not intend, nor do they wish, to enter into an employment agreement between the Service Provider and the Client as defined in article 7:610 and further of the Dutch Civil Code. Parties explicitly attach great importance to the independence of the Service Provider.
- 2.3. The Service Provider guarantees to the Client that it carries out the Services Interim and Services Permanent correctly, with care and professionalism. The Service Provider shall do everything a good service provider should do and shall work to the best of their ability to promote the interests of the Client as much as possible.

3. PAYMENT

- 3.1. All invoices must be paid within fourteen (14) days of the date thereof by the Client, failing which the Client will be in default without any notice being required and the Client shall then be obliged to pay the commercial statutory interest (in Dutch: *wettelijke handelsrente*) and judicial and extrajudicial costs (being a minimum of 15% of the amount due to the Service Provider) on any outstanding amounts.
- 3.2. If overdue invoices are not duly and timely paid, the Service Provider will be entitled to immediately and without further notice terminate this Agreement and any agreement made



between Parties thereunder, without Service Provider being held liable for any damage caused by such termination.

4. CONFIDENTIALLY

- 4.1. Introductions and information regarding this Agreement and any agreement, addendums, additions and other documents related thereto shall be deemed confidential and shall not be disclosed by Parties to any other person without the prior written consent of the other Party and in accordance with the applicable Data Protections Laws.
- 4.2. Parties may not disclose or use confidential information of each other for purposes other than those for which it is expressly intended without the prior written consent of the other Party, unless the relevant Party has a statutory obligation of disclosure.
- 4.3. If the Client is aware of the fact that confidential information of the Service Provider is being misused or that confidential information has ended up with individuals for whom that information was not intended, it must immediately notify the Service Provider thereof.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Insofar as the Service Provider (and/or the Contractor) uses services or products subject to intellectual property rights vested in third parties, the Service Provider must do everything reasonably possible to ensure that the Client or its end client obtains the necessary licenses or patents.

6. MISCELLANEOUS

- 6.1. No amendment to this Agreement shall have any force or effect unless it is in writing and signed by the Parties.
- 6.2. Any notice or other communication under or in connection with this Agreement shall be in writing and delivered by hand or sent by facsimile, by courier, or by registered mail to the addresses of the Parties mentioned in this Agreement.
- 6.3. In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part), the remainder of this Agreement shall continue to be effective to the extent that, given this Agreement's substance and purpose, such remainder is not inextricably related to the null and void or unenforceable provision. The Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.
- 6.4. The Agreement constitutes the entire understanding between the Parties and supersedes all prior representations, negotiations or understandings.

7. APPLICABLE LAW AND DISPUTES

- 7.1. This Agreement shall be governed by the laws of the Netherlands.
- 7.2. All disputes arising from or associated with this Agreement or agreements relating thereto shall be submitted exclusively to the competent court of Amsterdam, the Netherlands.



SERVICES INTERIM

8. ASSIGNMENT

- 8.1. This Agreement contains the framework between the Client and the Service Provider on the basis of which the Service Provider offers the Services Interim to the Client and pursuant to which additional contracts of assignment (the “**Sub-Agreements**”) are entered into.
- 8.2. Any request from a Client to Service Provider to ensure that a Contractor works for the benefit of the Client in a different manner than on the basis of an employment contract (the “**Assignment**”) will be documented in a Sub-Agreement and shall contain the specific agreements regarding the work activities (the “**Work Activities**”), including:
 - a. The name of the self-employed person who has an agreement with the Service Provider to perform work for his own account and risk (the “**Contractor**”);
 - b. A description of the Assignment, including (if applicable) the expected result on the basis of the Work Activities performed;
 - c. Provision pertaining to the absence due to illness, sickness, leave or injury of the Contractor;
 - d. The place where work tasks, including the Services Interim, are to be performed (the “**Location**”);
 - e. The working hours of the Contractor;
 - f. The fee charged by the Service Provider to the Client for the execution of the Assignment (the “**Rate**”); and
 - g. The duration of the Assignment, being the period wherein the Assignment must be carried out and which duration also counts as the commencement date and the end date of the Sub-Agreement.
- 8.3. The requirements of the Client regarding the expertise of the Contractor shall be specified and detailed in a separate document (the “**Application**”). In the event that the Contractor and/or the Service Provider have not been made aware of the requirements of the Client, the Service Provider will inform the Client thereof prior to initiating the Services Interim and will then include said requirements in the Sub-Agreement.
- 8.4. This Agreement shall apply *mutatis mutandis* to every Sub-Agreement. Any (case-by-case) deviations of this Agreement will be documented by Parties in the Sub-Agreement. Such a case-by-case deviation shall, however, not be deemed a general deviation of this Agreement.
- 8.5. Even though the Client may terminate this Agreement and/or the Sub-Agreement by giving one (1) months’ notice, the agreed Rates will remain payable until the agreement between the Service Provider and the Contractor is lawfully terminated, being the following circumstances:
 - a. Expiry of the agreed fixed term laid down in the Sub-Agreement;
 - b. Early termination with due observance of the notice period of one (1) month as laid down in the Sub-Agreement. Notice of termination can be given on any day of the month;
 - c. Cancellation of the Contractor’s work at the Client or its end Client as specified in the Sub-agreement;
 - d. If the Client or Contractor cannot comply with the provisions of the articles set by the Service Provider;
 - e. If the Contractor cannot comply with the requirements set by the Client or its end Client as specified in the Sub-agreement;



- f. If the Client and/or Contractor commits a serious criminal offence; and
 - g. If the Client indicates that the Contractor is guilty of serious misconduct and is therefore no longer welcome at the Location as specified in the Sub-Agreement.
- 8.6. The Sub-Agreement may be extended for a period to be determined by the Client and the Contractor in mutual consultation. In the event of an extension, the Client must inform Service Provider in writing of the adjusted agreement before the end of the current period. Service Provider and Client will confirm the (new) end date of the Sub-Agreement in writing. The Client is aware that in case of non-timely renewal the possible risks, such as delay in the payment of the invoices of Contractor are carried by the Client.

9. COMPETENCES AND INDEPENDENCE

- 9.1. The Client hereby gives the Service Provider the assignment to provide the Services Interim to the Client, which assignment is hereby accepted by the Service Provider.
- 9.2. In the performance of the Services Interim, the Service Provider will, on the basis of a Sub-Agreement, make the Contractor available to the Client.
- 9.3. If the Contractor is unable to execute the Work Activities for a continuous period of longer than 12 weeks, the Service Provider will be obliged to provide an appropriate replacement for the Contractor, suitable to perform the Services Interim.
- 9.4. Parties emphasise that the Contractor is self-employed and carries out the assignments independently for his own account and risk, even if the Contractor works in a team and/or performs similar activities that are also performed by employees of the Client or third parties.
- 9.5. The Contractor will perform the Work Activities at his own discretion without the supervision of the Client. The Contractor shall be required, insofar as necessary in the performance of the Services Interim, to observe timely given instructions received from the Client regarding the intended result of the Work Activities. The Contractor shall exercise due care and utilise his specific experience and understanding when doing so.
- 9.6. The Contractor shall independently lay out (*indelen*) his activities. Insofar necessary for the performance of the Work Activities, the Contractor will, in the event of cooperation with others, coordinate with the Client for optimal collaboration. The Contractor shall adjust his performance of the Work Activities to the working hours of the Client.

10. OBLIGATIONS OF THE SERVICE PROVIDER

- 10.1. Service Provider guarantees that the Contractor is registered with the Chamber of Commerce. Service Provider will keep the Client informed of organisational and personnel developments and/or changes within the organisation of the Contractor if and insofar as these are of importance for the implementation of a Sub-Agreement.

11. RATE

- 11.1. The Client will pay the Service Provider the Rate stated in the Sub-Agreement as compensation, without prejudice to the provisions in paragraphs 5 up to and including 9 of this Clause. The Rate is a cost price excluding the turnover tax due, but includes all costs, including all possible tax and social security contributions, insurance and reimbursements. The Contractor shall be responsible for paying the turnover tax due and, if applicable, the payroll taxes.



- 11.2. Only the actual hours worked by the Contractor are eligible for reimbursement. For the hours that the Contractor is unable to perform the Work Activities due to illness, leave or other circumstance to be attributed to the Contractor, the Client is not liable for any compensation to Service Provider.
- 11.3. If a Rate has been agreed per day, the Client will owe the Service Provider for each day on which the Contractor has executed the Work Activities for at least eight (8) hours, regardless of the actual number of hours worked.
- 11.4. The Rate cannot be increased or indexed by the Service Provider neither during the initial term of the Sub-Agreement nor during the possible extension(s) of the Sub-Agreement.
- 11.5. Business travel and accommodation expenses will be reimbursed if and insofar as the Client has granted prior written approval.
- 11.6. Payment to the Contractor by the Service Provider is only possible on the basis of an approved timesheet in TimeChimp by the Client and a corresponding invoice on behalf of the Contractor. As such, the Client shall be responsible for timely approving the timesheet of the Contractor.

12. LIABILITY

- 12.1. Service Provider is liable for damages suffered by Client, if
 - a. Service Provider has (i) been negligent in the execution of Services Interim and (ii) the damage incurred is the direct result of such act/omission by Service Provider; or
 - b. The Contractor has (i) been negligent in a manner which is not compliant with accepted professional knowledge associated with the execution of the Assignments, (ii) the damage is the direct result of such an act/omission of the Contractor and (iii) such negligence can be attributed to Service Provider pursuant to Dutch law.
- 12.3. In the event that the Contractor executes the Assignment in such a manner that it is deemed unacceptable (due to incompetence, lack of skill and/or carelessness of the Contractor) and/or the end result is not according to the Client's specified expectations, and despite that the working hours have been approved; the Client can demand that the Assignment is redone or repaired by the Contractor as soon as possible, at the expense of the Contractor and to the satisfaction of the Client. Should a redoing or repair of the Assignment not be possible according to the Client then the Client has the choice to:
 - a. Immediately terminate the Sub-Agreement and have the Assignment carried out by a third party, for the account of the Contractor; or
 - b. Immediately terminate the Sub-Agreement and demand replacement compensation from the Contractor.
- 12.4. Service Provider and Contractor are not liable for indirect damage, including lost profits, missed savings and damage due to business stagnation of the Client. The restriction as included in paragraph 3 of this Clause 12 does not apply in case of claims by third parties for:
 - a. Damages resulting from death or injury;
 - b. Intent, gross negligence or deliberate recklessness;
 - c. Damage as a result of non-fulfilment of the obligations as described in article and
 - d. Violation of intellectual property rights or confidentiality obligations.



- 12.5. The Client shall comply with and be responsible for all necessary safety requirements in regards to the Locations and in respect to the matters with which the Contractor works. For the execution of these tasks the Client will undertake such measures and provide the necessary instructions prevent the Contractor from causing damage during the process of his Work Activities.
- 12.6. The Client indemnifies Service Provider for claims with regard to damage suffered by Contractor or a third party during the execution of the Assignment, in so far as it's the result of an attributable shortcoming of the Client in the fulfilment of its obligations under this Agreement and the Sub-Agreement(s), and/or intent or gross negligence by the Client under the following conditions:
 - a. Service Provider informs Client without delay of a claim;
 - b. Service Provider accepts no liability or settlement with regards to a claim without the Client's permission;
 - c. Service Provider leaves the manner of settling a claim entirely to the Client;
 - d. Service Provider will offer the Client all cooperation to counter a claim.
- 12.7. Damage claims as a result of the foregoing must be reported in writing to the Party that responsible for the damage (Parties or Contractor) within two (2) months of the occurrence under penalty of losing the right to claim damages.

13. COMPLAINTS

- 13.1. If the Client has a complaint about the execution of the Assignment, this complaint will be resolved by mutual agreement between the Contractor and the Client. If the complaint cannot be resolved by mutual agreement, the Client will use the complaints procedure from the Service Provider.
- 13.2. Should the Contractor have a complaint about the Client, the complaint will be resolved by mutual agreement between the Contractor and the Client. If the complaint cannot be resolved by mutual agreement, the Client will use the complaints procedure from the Service Provider.

14. NON-COMPETE

- 14.1. The Client declares that it is aware that the Service Provider has invested in the recruitment and selection of the Contractor. As such, during an Assignment and for a period of twelve (12) months after the termination of this Agreement, the Client, its Clients and affiliated companies are prohibited from using the Contractor other than via the Service Provider as specified in the Sub-agreement.
- 14.2. The Client is prohibited, without the written consent of the Service Provider, from allowing the Contractor to directly take up employment with it for a period of twelve (12) months after the termination of this Agreement.
- 14.3. If one or more of the prohibitions in this Article are breached, the Contractor will forfeit an immediately due and payable penalty, which is not subject to moderation by the court, of 200 times the Rate paid by the Client for each breach, without the need for any prior demand or notice of default.



SERVICES PERMANENT

15. DESCRIPTION OF SERVICES

- 15.1. This Agreement contains the framework between the Client and the Service Provider on the basis of which the Service Provider offers the Services Permanent to the Client and pursuant to which Parties shall agree on search proposal(s) (the “**Proposal**”) for Candidates for the Client.
- 15.2. Without prejudice to the generality of the foregoing, the Proposal shall, in any case, include the requirements of the Client regarding the Candidates, including:
 - a. Preferred candidate description;
 - b. Time frame; and
 - c. Salary.
- 15.3. The provisions of this Agreement pertaining to the Services Permanent shall apply *mutatis mutandis* to any Proposal. Any (case-by-case) deviations of this Agreement shall be documented by Parties in writing. Such a case-by-case deviation shall, however, not be deemed a general deviation of this Agreement.
- 15.4. The Client hereby gives the Service Provider the assignment to provide the Services Permanent to the Client, which assignment is hereby accepted by the Service Provider.

16. FEE

- 16.1. The Client will pay the Service Provider a fee equal to a percentage of 25% of the first gross annual income to be earned by the Candidate in the employment of the Client (the “**Fee**”). The Fee shall be stated on the Proposal provided by the Service Provider to the Client prior to initiating the Services Permanent.
- 16.2. The Fee shall be invoiced to the Client by the Service Provider in three separate instalments, being:
 - a. 1/3 of the Fee shall be invoiced upon the Service Provider initiating the Services Permanent, or when a Candidate is invited for an interview, such choice to the discretion of the Service Provider;
 - b. 1/3 of the Fee shall be invoiced after the first interview with a Candidate has taken place;
 - c. 1/3 of the Fee shall be invoiced upon acceptance of the Candidate by the Client (on deduction as per the final settlement of the first two instalments).
- 16.3. In the event a Candidate is employed by the Client on a part-time basis or for a fixed-term being less than one year, the Fee shall be equated to the full-time annualised equivalent.
- 16.4. In the event the gross annual income of the Candidate cannot be determined (e.g. due to the predominance of bonuses or commissions), the Fee shall be based on the market value of the Candidate as determined by the Client and the Service Provider in the search proposal form.
- 16.5. The Fee, whether calculated in accordance with Clause 16.1, 16.2 or 16.3 of this Agreement, shall in any case be a minimum of EUR 5.000,-, even if the actual calculation of the Fee is lower.
- 16.6. In the event that the Service Provider is unable to find at least three (3) relevant Candidates that meet the search criteria of the Client within the agreed period as follows from the search proposal, the Service Provider shall refund any paid initial Fee. Such refund shall not be applicable if the Client decides to:



- a. interview any Candidates during the Services Permanent;
 - b. if the Client withdraws the position prior to the scheduled interview dates;
 - c. if the Client alters the job profile during the process.
- 16.7. The Client shall reimburse the Candidate or the Service Provider, whichever the case may be, for any travel and accommodation expenses incurred by the Candidate in connection with his or her interview with the Client.

17. OBLIGATIONS OF THE CLIENT

- 17.1. Without the prior written consent of the Service Provider, the Client shall not be entitled, in any way, to pass on information on or introduce Candidates to third parties. In the event that the Client introduces a Candidate having originally been introduced to it by the Service Provider to another person, business or institution within twelve (12) months of such Candidate's original introduction and this results in an employment contract or other contractual relationship being contracted with the Candidate, either in the latter's own name or via and/or in collaboration with natural persons with whom or legal entities with which the Candidate has an involvement, the Client shall be under an obligation to pay the aggregate fees in accordance with the provisions of this Agreement.
- 17.2. In the event that the Client rejects a Candidate having been introduced by the Service Provider or the Candidate turns down the Client's offer to enter into an employment contract and the Client's subsequent entry into an employment contract or other contractual relationship with the Candidate within twelve (12) months of the Service Provider having introduced it to the Candidate or the last contact with the Candidate (interviews, rejection etc.), either in the latter's own name or via and/or in collaboration with natural persons with whom or legal entities with which the Candidate has an involvement, the Client shall be under an obligation to pay the aggregate fees in accordance with the provisions of this Agreement.
- 17.3. In the event of a circumstance as described in Clause 17.1 and/or 17.2 of this Agreement, arising where it concerns a contractual relationship other than an employment contract, "first Gross annual income" as referred to in Clause 16.1 of this Agreement hereinbefore shall be defined as the Candidate's expected annual gross turnover.
- 17.4. In the event of a circumstance as described in the Clause 17.1 and/or 17.2 of this Agreement, the Client has to inform the Service Provider hereof within ten (10) working days, together with the amount of the Candidate's gross annual income.



18. PREMATURE TERMINATION OF EMPLOYMENT CONTRACT

- 18.1. In the event of termination of the Candidate's employment contract with the Client during the Candidate's first nine (9) months thereof by the Client or Candidate, the Services Permanent shall be regarded as not having been completed and the Service Provider shall ensure that the Services Permanent are belatedly completed without charging on additional fees, with the exception of supplementary charges to be submitted for the Client's approval in advance, provided:
- a. The Client duly notifies the Service Provider in writing within seven (7) days of the Candidate having terminated the employment contract;
 - b. Termination has not ensued from the Client's having amended or failed to comply with the employment contract or any other reason attributable to the Client;
 - c. The essential characteristics of the position have not changed;
 - d. Termination of the employment contract has not ensued from forced redundancy, restructuring, merger or acquisition;
 - e. The Client paid on time taking in to account the agreed payment notice and has settled all amounts having been invoiced by the Service Provider;
 - f. The Client has complied with the terms of this Agreement.
- 18.2. In the event as described in Clause 18.1 of this Agreement, the Service Provider has one (1) month to replace the terminated Candidate.
- 18.3. In the event that the Client or a natural person or legal entity, company or institution affiliated to the Client enters into an employment contract with the Candidate, who's employment contract is terminated as mentioned in Clause 18.1 of this Agreement, within twelve (12) months of having been introduced to the Candidate or the last contact with the Candidate, the Client shall be under the obligation, by way of compensation for the previous efforts of the Service Provider in finding a replacement, to pay to Service Provider the aggregate fees as follows from Clause 16 of this Agreement.

19. LIABILITY

- 19.1. Although the Service Provider shall make every effort to find a suitable Candidate, it does not issue any guarantees whatsoever regarding the suitability of the proposed Candidate. The Client shall be responsible for verifying the Candidate's references (which shall include the verification of diplomas and the like having been awarded to the Candidate), and shall convince itself of the Candidate's suitability prior to employing any Candidate having been introduced to it by the Service Provider. The Service Provider shall not be liable for any damage or loss to be suffered by the Client, irrespective of whether such damage or loss is attributable to the Candidate's unsuitability (as established afterwards) or to other factors.
- 19.2. The Client shall indemnify the Service Provider against any third-party claims in connection with the Services Permanent. Without prejudice to the provisions set forth in this Agreement and article 6:89 of the Dutch Civil Code, any right to compensation for damages shall at any rate terminate twelve (12) months after the occurrence of the event that caused the damages for which the Client holds the Service Provider liable.



Term

SIGNED IN DUPLICATE

QTC Biotechnology/Pharmaceuticals B.V.

[=]

By:

Title:

Date:

Place:

By:

Title:

Date:

Place: