



Terms & Conditions

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Internship Candidate" means any person introduced by KI to the Client with the intention of such person entering into an Internship agreement with the Client.

(b) "Employment Candidate" means any person introduced by KI to the Client with the intention of such person entering into an Employment agreement with the Client. Candidate means either an Internship Candidate or an Employment Candidate.

(c) "Engagement" means the agreement between KI and the Client in which KI agrees to engage in the recruitment and selection of a Candidate with the intention of facilitating the conclusion of an Internship contract or an employment contract between the Candidate and the Client.

(d) "Gross Annual Income" means the annual gross salary of the Candidate, including holiday pay, all guaranteed bonuses, allowances, and other emoluments, to be paid by the Client under the terms of the employment contract with the Candidate.

2. SERVICES

KI agrees to provide recruitment services to the Client, specifically the recruitment and selection of Candidates for internship or employment opportunities as specified by the Client.

3. FEES

(3.1) Internship

The recruitment fee is fixed and set to be at €1500 per Internship Candidate. Fees are exclusive of VAT and are to be paid by the Client. The fee shall become due and payable upon the candidate's acceptance of the employment offer. The Engagement shall be considered to have been finalized successfully as soon as the Internship Candidate enters into an Internship contract with the Client or an affiliated entity.

(3.2) Employment

The recruitment fee shall be calculated at 25.0% of the first Gross Annual Income that the Employment Candidate will be paid by the Client or any affiliated entity. Fees are exclusive of VAT and are to be paid by the Client. The fee shall become due and payable upon the candidate's acceptance of the employment offer. The Engagement shall be considered to have been finalized successfully as soon as the Employment Candidate enters into an employment contract with the Client or an affiliated entity.

(3.3) Internship to Employment

If an Internship Candidate transitions to a full-time employee (i.e. an Employment Candidate) within 18 (eighteen) months after the Internship Candidate's first day in the workplace, additional recruitment fees as described in Section 3.2 will apply. The fee becomes due and payable on the Candidate's acceptance of the Client's offer. The Engagement is deemed successfully finalized when the Candidate either enters into an employment agreement with the Client or an affiliated entity and the Candidate entered into an internship agreement before.

4. GUARANTEE

If a Candidate joins the Client, the first month of the employment will be considered a guarantee period. If, at the initiative of the Client or the Candidate the employment contract is terminated within the first month, the Client is granted an option to have a repeated service free of charge provided by KI. In this case, KI is obligated to provide a substitutionary Candidate to the Client. If a substitutionary Candidate is not found by the end of the guarantee period, KI will refund the Client the full amount of the fees paid.

5. PAYMENT

Payment of fees due under this Agreement shall be made within 14 days of the date of KI's invoice. The invoice is sent on the Candidate's acceptance of the employment offer. If the Client fails to make any payment within the payment period, the Client shall be in default and obliged to pay the commercial statutory interest on the outstanding amount to KI.

6. LIABILITY

(6.1) KI makes no guarantee as to the suitability of any Candidate introduced to the Client. It is the responsibility of the Client to ensure that the Candidate is suitable for the intended role. The Client agrees to indemnify and hold KI harmless from any claim or loss arising from the Client's

employment of a Candidate. In addition, the Client is not allowed to share Candidate information with another entity for the purpose of employment without KI's prior consent. If the Client fails to do that he is obligated to pay the full amount of the fee stated in the contract.

(6.2) KI shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct indirect, or consequential) that 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/re-introduction to, or Engagement of, any Candidate by the Client or from the failure of the KI to introduce any Candidate.

(6.3) Partner provides consent to the KI for using their name for the purpose of advertisement and marketing campaign this includes job description posts and any other ads that attract Candidates for the specified role.

7. TERMINATION

This Agreement may be terminated by either party by giving the other party written notice of termination. In the event of termination, all fees due under this Agreement shall become immediately payable.

8. GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Amsterdam District Court.

9. DATA PROTECTION

Both parties agree to comply with all relevant data protection and privacy laws and regulations in relation to any personal data processed in connection with this Agreement.

This form is a legal property of Kapustin International. External parties are not allowed to use it without KI's permission.