



General Terms and Conditions – Recruitment and Selection

1. Definitions

For the purpose of these General Terms and Conditions, the following definitions shall apply:

- 1.1. General Terms and Conditions: the current General Terms and Conditions, entitled 'General Terms and Conditions – Recruitment and Selection'.
- 1.2. HR One Group: private limited company with registered seat in 3020 HERENT, Persilstraat 51, box 1 and registered in the Crossroads Bank for Enterprises under the number 0657.998.015.
- 1.3. Client: any natural or legal person to whom HR One Group has concluded an Agreement.
- 1.4. Agreement: the signed agreement for a direct search.

2. Applicability

- 2.1. The present General Terms and Conditions shall apply to, but will not be limited to, the signed Agreement.
- 2.2. No deviations from these General Terms and Conditions shall be valid unless expressly agreed in writing.
- 2.3. In the event that it should appear that a provision stipulated in these General Terms and Conditions and/or in the event that the Agreement is null and void or not legally valid, it will not affect the applicability of the General Terms and Conditions or the Agreement. In such cases the provision shall be replaced by a clause which most closely resembles the purpose and spirit of the clause in question.
- 2.4. In the event of any doubt about the content and scope of these General Terms and Conditions, the interpretation that is most favourable to HR One Group shall prevail.
- 2.5. Except when the Client proves that he was not actually able to take note of these General Terms and Conditions before concluding an Agreement with HR One Group, the Client accepts the General Terms and Conditions without reservation and is bound by them when making use of the services of HR One Group.

3. Performance of the Agreement

- 3.1. HR One Group will perform the Agreement to the best of its knowledge and ability.
- 3.2. The timing agreed in the Agreement shall be strived for as much as possible by HR One Group, but shall not constitute an obligation of results, unless expressly stipulated otherwise.
- 3.3. HR One Group may subcontract and/or assign part or all of the Agreement. The Client may not assign part or all of the Agreement to any third party.
- 3.4. All the Agreements between HR One Group and the Client are part of a single global contractual relationship. If the Client fails to fulfil its obligations under a particular

Agreement and/or to these General Terms and Conditions, or fails to do so properly and in a timely manner, HR One Group may suspend its further performance of both the Agreement concerned and the other current Agreements. With regard to the Agreement concerned, HR One group will be entitled to dissolve the Agreement whole or in part, without any notice of default and/of judicial intervention being required and without being obliged to pay any compensation of damage. The aforementioned does not, of course, detract from HR One Group's other rights.

- 3.5. The above clause also applies in the event that the Client is granted a provisional or definitive suspension of payments, goes bankrupt or is unable to make payment.
- 3.6. HR One Group shall not be bound to meet any obligation towards the Client in the event she is prevented from doing so as a consequence of force majeure.
- 3.7. In the event of force majeure, HR One Group will be entitled to suspend its agreed obligations in total or partially during the period of time in which the situation involving force majeure continues, without being bound to pay any indemnity.
- 3.8. If a situation of force majeure has lasted for more than two months, either party shall be entitled to terminate the Agreement by rescinding it in writing, without being obliged to compensate any damage that the other party has sustained.

4. Payment

- 4.1. Except if indicated otherwise, all prices are excluding VAT or any other levies imposed by the authorities, and out-of-pocket expenses. All payment obligations resulting from the Agreement shall be in Euro unless otherwise agreed in writing.
- 4.2. All invoices are payable in full within thirty days from the invoice date.
- 4.3. Any objections in respect of the invoice should be alerted to HR One Group in accordance with the usual requirements in a B2B-transaction. If the Client fails to do so, the invoice shall be deemed accepted. All payment, collection and dispute costs shall be borne by the Client.
- 4.4. In the event that the Client fails to pay the amounts due within the agreed period, HR One Group may charge an interest calculated at a rate of 1% per month ipso jure and without prior notice of default. In addition, a lump-sum compensation of 10% of the amount still outstanding, with a minimum of 100,00 EUR, may be charged. HR One Group may also claim all outstanding amounts and/or suspend the performance of the Agreement until final settlement of all amounts due, without prejudice to any other legal remedy available to HR One Group.

5. Confidentiality

- 5.1. The parties are obliged to maintain confidentiality with respect to any and all information exchanged which is not publicly available.
- 5.2. The party who receives the confidential information undertakes to use this information only for the purpose for which it is supplied and protects such confidential information by adequate means, including securing commitments from its employees and/or contractors who have access to the information on a need-to-know basis.
- 5.3. Insofar as the confidentiality consists of not allowing the Client to pass on data about candidates to third parties in any way or introduce candidates to third parties, a breach of this obligation means that the Client will be liable to pay damages equal to [•EUR], without prejudice to HR One Group's ability to claim higher damages by demonstrating her actual loss. This article is already applicable from the first contact between the Client and HR One Group, even before the actual start of the assignment.

6. Exclusivity

- 6.1. If the Client appoints HR One Group for a direct search to fill a particular vacancy, HR One Group will be the sole agency appointed by the Client to fill the vacancy.
- 6.2. The Client will immediately refer to HR One Group all candidates, including spontaneous candidates and internal candidates who apply to the Client and candidates offered by third parties, so that they are included in the overall procedure. The Client undertakes to do so within 48 hours of becoming aware of the application.
- 6.3. Candidates who become aware of the vacancy through family ties with board members and/or staff members of the Client are excluded from the above provision.

7. Intellectual property

- 7.1. All intellectual or industrial property rights relating to the services of HR One Group as well as to any products developed or provided by HR One Group pursuant to the Agreement, shall exclusively be vested in HR One Group or its licensors. Unless HR One Group has expressly agreed otherwise in writing, the Client is not allowed to duplicate and/or disclose any of those materials to third parties.
- 7.2. The Client guarantees that the data and data files, documentation and other materials provided to HR One Group under the Agreement are not subject to rights by third parties. Should this be the case, the Client confirms that he has received the written consent to do so from the third party concerned.

8. Personal data protection

- 8.1. Both parties shall comply with the applicable privacy and data protection legislation in the context of current or future Agreements.
- 8.2. In accordance with applicable law, each party is responsible for processing the personal data of candidates, applicants, temporary employees, permanent employees, contact persons and other data subjects in the context of current or future Agreements.
- 8.3. Parties agree that personal data may be exchanged. Each party is responsible for ensuring that personal data is only transferred if legally permissible, and additionally that the required consent of the data subject is obtained if required.
- 8.4. The Client acts as a data controller and undertakes to comply with all obligations relating to the protection of personal data. The Client guarantees, inter alia, to implement adequate technical and organisational security measures, so that the processing of personal data meets the requirements of the law and the protection of the rights of the data subject is ensured. In addition, the Client warrants that the persons authorized to process the personal data undertake to observe confidentiality or are bound by an appropriate legal obligation of confidentiality.
- 8.5. The Client shall immediately delete all personal data of a candidate proposed by HR One Group, if the Client decides not to retain this candidate. Furthermore, at the end of the Agreement, the Client shall delete or return all personal data and remove existing copies, unless storage of the personal data is required on the basis of European and/or national legislation.

9. Complaints

- 9.1. Complaints regarding the manner of execution and the quality of the service provided by HR One Group must be communicated to HR One group in writing no later than 5 days after the work that is the subject of the complaint has been carried out or should have been carried out.

9.2. HR One Group will handle the timely and properly filed complaints in consultation with the Client. The handling of a complaint will in no event imply an acknowledging of any liability.

10. Applicable law and competent jurisdiction

10.1. These General Terms and Conditions and the Agreements to which these General Terms and Conditions apply, shall be governed exclusively by Belgian law.

10.2. In the event that any disputes arise, the parties will first attempt to resolve the issue amicably.

10.3. Any dispute between HR One Group and the Client shall fall within the exclusive jurisdiction of the competent Court of the district where HR One Group's registered office is located.